AGENDA

Gainesville Mayor/Council Meeting
Tuesday, December 4, 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:

PRESENTATIONS / RECOGNITIONS:

A. PlanFirst Designation

B. "Shop With A Cop" Program

C. 69th Annual Mayors' Motorcade

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Minutes

A. November 15, 2018 Work Session

B. November 20, 2018 Mayor/Council Meeting

Resolutions

A. BR-2018-60 Second Addendum to Intergovernmental Development Agreement Regarding Marketing and Sale of Property - Gainesville Industrial Park West

B. BR-2018-61 Second Amendment to Intergovernmental Agreement with Gainesville Redevelopment Authority Regarding the Former Georgia Mountains Center Property

C. PR-2018-27 GEMA GSAR FY2018 Homeland Security Truck Grant

D. PR-2018-28 GEMA GSAR FY2018 Homeland Security K-9 Grant

PUBLIC HEARING(S):

Community Development Items

A. BR-2018-62 Transmittal of a Ten-Year Update to the 2006 CIE

Annexation/Zoning Items

A. Request from **KRM 2016, LLC** to rezone a 0.855± acre tract located on the northeast and northwest side of the intersection of Athens Street and Mill Street (a/k/a **827, 831 and 851 Athens Street, SE**) from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II). **Ward Number: Three.** Tax Parcel Number(s): 01-034-006-009 and 010; 01-034-001-013. **Request: Five residential duplexes.**

B. Request from **Southeastern Land Solutions, LLC** to amend the existing Planned Unit Development (P-U-D) zoning on a 1.34± acres tract located on the northwest side of the intersection of McEver Road and Stephens Road (a/k/a **0 McEver Road, SW**). **Ward Number: Four.** Tax Parcel Number(s): 08-042B-000-180. **Request: Five single-family lots.**

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Friday, November 30, 2018, 2:53 PM

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 10/30/2018

Presenter: Kathy Papa, Georgia Department of Community Affairs

Item of Business: PlanFirst Designation

Meeting Date: 12/4/2018

Purpose of Request:

Georgia Department of Community Affairs (DCA) Representative Kathy Papa formally will recognize the re-designation of Gainesville as a PlanFirst community.

History/Background:

In 2015, Gainesville was named one of the ten inaugural cities designated as "PlanFirst" communities.

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

Rusty Ligon

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

No

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
DCA Press Release/Announcement of 2019 Designees	Backup Material

FOR IMMEDIATE RELEASE

Georgia® Department of Community Affairs

Christopher Nunn, Commissioner

Nine Georgia communities recognized for successful planning

"PlanFirst" designation brings funding, visibility benefits

Atlanta, GA (November 2, 2018) – The Georgia Department of Community Affairs announces that nine Georgia communities have received statewide distinction in the PlanFirst program, which recognizes excellence in community planning. The cities of Centerville, Chamblee, Fitzgerald, Hiawassee, Swainsboro, Sylvester, Toccoa, and Washington, and Colquitt County have each achieved the state of Georgia's "PlanFirst" designation, a commendation given to communities that demonstrate an established pattern of successfully implementing their local comprehensive plan. In addition, nine communities renewed their PlanFirst designation: Gwinnett County, Liberty County, Columbus Consolidated Government, and the cities of Dublin, Gainesville, Lula, Porterdale, Roswell, and Suwanee. Designated communities are eligible for technical assistance, as well as bonus points and enhanced eligibility for certain DCA funding opportunities.

"Good planning sets the stage for economic growth," said Christopher Nunn, Commissioner of the Georgia Department of Community Affairs. "Our PlanFirst communities serve as statewide models for others in how to actively and strategically implement a vision for the future."

To apply for PlanFirst, communities are required to address four primary program criteria focused on having a proven record of plan implementation success: goals, leadership, community participation and implementation. The designation is for three years – beginning January 1, 2019 – and enables these communities to take advantage of various incentives that include public recognition, eligibility for specified grant opportunities, and certain reduced interest loans.

The next deadline for applications is May 15, 2019. More information about the program is available on DCA's PlanFirst website. The Department of Community Affairs developed the program with a steering committee comprised of partners including the Georgia Municipal Association, Association County Commissioner of Georgia, the Georgia Planning Association, the Regional Commissions, and the University of Georgia Archways program, and other state agencies including the Georgia Environmental Finance Authority, the Historic Preservation Division and Environmental Protection Division.

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About the Georgia Department of Community Affairs

The Georgia Department of Community Affairs (DCA) partners with communities to create a climate of success for Georgia's families and businesses through community and economic development, local government assistance, and safe and affordable housing. Using state and federal resources, DCA helps communities spur private job creation, implement planning, develop downtowns, generate affordable housing solutions, and promote volunteerism. DCA also helps qualified low- and moderate-income Georgians buy homes, rent housing, and prevent foreclosure and homelessness. For more information, visit www.dca.ga.gov.

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/28/2018

Presenter: Danny Dunagan

Item of Business: "Shop With A Cop" Program

Meeting Date: 12/4/2018

Purpose of Request:

Presentation of Donations to the "Shop With A Cop" Program.

In lieu of exchanging Christmas gifts among themselves, City Council, City Management and the City Attorney donate funds to a local charity. The recipient rotates every year. This year's recipient is the Gainesville Police Department's Shop With A Cop program.

History/Background:

Past Contributions have been made prior to the City Council meeting. A few of the past recipients are:

Salvation Army
Gainesville Action Ministries
Family Promise
Empty Stocking Fund - Gainesville Jaycees
Good News at Noon

Facts & Issues for Consideration:

All funds are privately donated.

Department Recommendation:

Department Director:

Danny Dunagan

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: 11/27/2018

Presenter: Karina Costantini

Item of Business: 69th Annual Mayors' Motorcade

Meeting Date: 12/4/2018

Purpose of Request:

Gifts and donations have been collected to disseminate to consumers served by AVITA Community Partners.

Karina Costantini and Tabitha Rodriguez will make presentation.

History/Background:

For more than 50 years the *Georgia Municipal Association* has coordinated this statewide event to bring holiday cheer to consumers of regional facilities that serve persons experiencing behavioral health, mental health and disability issues.

Facts & Issues for Consideration:

Tabitha Rodriguez of the Community Service Center coordinates the Mayors' Motorcade event at the local level on behalf of the City of Gainesville's Mayor. Gifts and monetary donations are collected from city employees and members of the public, and these gifts/donations are then given to staff of AVITA Community Partners who in turn shares them with their consumers.

Department Recommendation:

Present gifts and a check to staff of AVITA.

Department Director:

Phillippa Lewis Moss

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: 11/29/2018

Presenter:

Item of Business: Consent Agenda Items

Meeting Date: 12/4/2018

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: 11/30/2018

Presenter: Denise Jordan

Item of Business: November 15, 2018 Work Session

Meeting Date: 12/4/2018

Purpose of Request:

The purpose of this request is to allow the governing body to approve minutes from 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: 11/30/2018

Presenter: Denise Jordan

Item of Business: November 20, 2018 Mayor/Council Meeting

Meeting Date: 12/4/2018

Purpose of Request:

The purpose of this request is to allow the governing body to approve minutes from 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: 11/21/2018

Presenter: Bryan Lackey

Item of Business: BR-2018-60 Second Addendum to Intergovernmental Development Agreement Regarding Marketing and Sale of Property - Gainesville Industrial Park West

Meeting Date: 12/4/2018

Purpose of Request:

To amend the Intergovernmental Development Agreement between the City of Gainesville and Hall County Development Authority to provide for the further marketing and sale of the real property of land situated in the Industrial Park West.

History/Background:

The City recently repurchased 41.224 acres of land within the Industrial Park West. The City wishes to amend the existing agreement with the Hall County Development Authority for this property to be included in their marketing and sale efforts.

Facts & Issues for Consideration:

Department Recommendation:

Approval of the Second Addendum IGA Resolution.

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-2018-60 2nd Addendum to Intergovernmental Development Agreement - Gainesville Industrial Park West	Resolution
Second Addendum IGA - Gainesville Industrial Park	Contract/Agreement/MOU

RESOLUTION BR-2018-60

AUTHORIZATION TO EXECUTE SECOND ADDENDUM TO INTERGOVERNMENTAL DEVELOPMENT AGREEMENT BY AND BETWEEN CITY OF GAINESVILLE, GEORGIA AND HALL COUNTY DEVELOPMENT AUTHORITY REGARDING MARKETING AND SALE OF PROPERTY

WHEREAS, on August 21, 2008, the City of Gainesville ("the City") and the Hall County Development Authority ("the Authority") entered into an Intergovernmental Agreement providing for the marketing and sale of real property; and

WHEREAS, on March 3, 2010, the City and the Authority entered into an Addendum to Intergovernmental Development; and

WHEREAS, the City wishes to further amend the Intergovernmental Agreement to provide for the further marketing and sale of real property by the Authority; and

WHEREAS, the City and the Authority desire to enter into that Second Addendum to Intergovernmental Development Agreement attached hereto to amend the duties and responsibilities of the City and the Authority as to real property available for industrial development.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager and/or City Attorney to execute the Second Addendum to Intergovernmental Development Agreement by and between the City and the Authority, and any other documents necessary to effectuate the provisions of the Second Addendum to Intergovernmental Development Agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, pursuant to Paragraph 3 of the Second Addendum to Intergovernmental Development Agreement, the City Manager is authorized to offer and sale City Property at an amount no less than the amount paid by the City, from November 6, 2018 forward, for any City 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

SECOND ADDENDUM TO
INTERGOVERNMENTAL DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____, 2018, by and among the **CITY OF GAINESVILLE, GEORGIA** ("City"), and **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY** ("Authority").

WHEREAS, the parties heretofore entered into a certain Intergovernmental Agreement, dated August 21, 2008, amended by Addendum dated March 3, 2010 (collectively, the "Agreement"); and

WHEREAS, the parties are desirous of amending the Agreement, it being to the mutual benefit of all parties to do so;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto modify and amend the aforementioned Agreement as follows:

1.

The present Exhibit "A" attached to the Agreement is hereby amended by adding thereto the legal description of the property described on **Exhibit "A"** attached hereto.

2.

The Agreement is hereby specifically amended to provide that "City Property" (as defined in the Agreement) shall include the property described on **Exhibit "A"** attached hereto.

3.

Paragraph 3 of the Agreement shall be deleted and the following substituted in lieu thereof:

> "The purchase prices at which portions of the City Property will be offered and sold shall be such purchase prices as approved by the City Manager."

4.

All of the other terms and conditions of the Agreement shall remain in full force and effect other than as modified herein. Upon execution by all parties, this Addendum shall be attached to and form a part of said Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Addendum to Intergovernmental Development Agreement under seal the day and year first above written.

APPROVED AS TO FORM

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

CITY OF GAINESVILLE

By: _____
C. Danny Dunagan, Jr.
Mayor

Attest: _____
Denise O. Jordan, City Clerk

CITY SEAL

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

By: _____
Chairman

Attest: _____
Secretary

(SEAL)

Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 11, 8th Land District, City of Gainesville, Hall County, Georgia, and being 41.224 acres as shown on a survey for Koch Foods, Inc., City of Gainesville & Chicago Title Insurance Company, dated February 28, 2006, prepared by Frederick C. Youngman, Georgia Registered Land Surveyor, and being more particularly described as follows:

Begin at an iron pin set on the northwesterly right of way of Atlanta Highway (S.R. 13) (right of way varies), said iron pin located 1249.53 feet from the intersection of the northwesterly right of way of Atlanta Highway and the southerly right-of-way of Industrial Park West Drive; running thence along the northwesterly right of way of Atlanta Highway South 24°25'56" West 60.00 feet to a ½" rebar found; thence leaving said right of way North 65°45'01" West 370.60 feet to an iron pin set; thence South 29°23'55" West 439.51 feet to an iron pin set; thence South 51°09'50" West 771.53 feet to an iron pin set; thence South 30°35'14" East 123.61 feet to a ½" rebar found; thence South 52°34'46" West 209.44 feet to an iron pin set; thence North 30°32'54" West 1384.38 feet to a concrete monument found; thence North 73°28'06" East 504.66 feet to an iron pin set; thence North 58°55'28" East 138.38 feet to an iron pin set; thence North 14°38'52" West 197.79 feet to an iron pin set; thence a curve having an arc distance of 278.70 feet, a radius of 630.00 feet, being subtended by a chord bearing North 62°40'45" East 276.43 feet to a point; thence North 50°00'22" East 404.23 feet to a point; thence a curve having an arc distance of 322.20 feet, a radius of 1270.00 feet, being subtended by a chord bearing North 57°16'27" East 321.33 feet to an iron pin set; thence South 16°22'12" East 1059.49 feet to an iron pin set; thence South 65°45'01" East 340.00 feet to the point of beginning.

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/12/2018

Presenter: Bryan Lackey

Item of Business: BR-2018-61 Second Amendment to Intergovernmental Agreement with Gainesville Redevelopment Authority Regarding the
Former Georgia Mountains Center Property

Meeting Date: 12/4/2018

Purpose of Request:

The purpose of the proposed resolution is to amend the duties and responsibilities of the City, the Authority, and Brenau University, Inc. as to the real property currently known as the Brenau Downtown Center and formerly known as the Georgia Mountains Center.

History/Background:

The City entered into an intergovernmental agreement on February 24, 2012. The first amendment occurred on January 22, 2013.

Facts & Issues for Consideration:

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-2018-61 2nd Amendment IGA to GMC/Brenau Downtown Ctr	Resolution
Resolution Exhibit A - Second Amendment IGA	Contract/Agreement/MOU
Second Amendment IGA Exhibit A	Attachments/Exhibits
Second Amendment IGA Exhibit B	Attachments/Exhibits

Resolution Exhibit B - Lease Agreement	Contract/Agreement/MOU
Deed	Contract/Agreement/MOU
Second Amendment IGA Exhibit C	Attachments/Exhibits
Second Amendment IGA Exhibit D	Attachments/Exhibits

RESOLUTION BR-2018-61

SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE GAINESVILLE REDEVELOPMENT AUTHORITY REGARDING THE FORMER GEORGIA MOUNTAINS CENTER PROPERTY

WHEREAS, on February 24, 2012, the City of Gainesville ("the City") and the Gainesville Redevelopment Authority ("the Authority") entered into an intergovernmental agreement regarding the Georgia Mountain Center property; and

WHEREAS, on January 22, 2013, the City and the Authority entered into an amendment to the intergovernmental agreement regarding the Georgia Mountain Center; and

WHEREAS, pursuant to O.C.G.A. §§ 36-44-5(a)(7) and 36-44-5(a)(8), the City has the power to enter into and execute leases and agreements determined by the City to implement the provisions and effectuate the purposes of redevelopment plans and also to dispose of property or interests therein for redevelopment purposes, in cooperation with the Authority; and

WHEREAS, the City and the Authority desire to enter into a second amendment to the intergovernmental agreement previously entered into by the City and the Authority on February 24, 2012, as amended on January 22, 2013, to amend the duties and responsibilities of the City, the Authority, and Brenau University, Inc. as to the real property formerly known as the Georgia Mountains Center.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager and/or City Attorney to execute the second amendment to intergovernmental agreement by and between City of Gainesville, Georgia and Gainesville Redevelopment Authority regarding the former Georgia Mountains Center property, as well as the second amendment to the lease agreement, which documents are attached hereto as Exhibits "A" and "B," and any other documents necessary to effectuate the provisions of the second amendment to intergovernmental agreement.

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

SECOND AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
CITY OF GAINESVILLE, GEORGIA AND GAINESVILLE REDEVELOPMENT AUTHORITY REGARDING THE FORMER GEORGIA MOUNTAINS CENTER PROPERTY

THIS AGREEMENT ("Agreement") made this ___ day of _____, 2018, by and between **THE CITY OF GAINESVILLE, GEORGIA** ("the City") and **THE GAINESVILLE REDEVELOPMENT AUTHORITY** ("the Authority").

WHEREAS, by a Limited Warranty Deed dated February 24, 2012, recorded at Deed Book 6961, Pages 752-755, Hall County, Georgia Deed Records, the City conveyed the real property described in said Deed ("the Property") to the Authority; and

WHEREAS, on February 24, 2012, the City and the Authority entered into an Intergovernmental Agreement Regarding Georgia Mountain Center Property; and

WHEREAS, on January 22, 2013, the City and the Authority entered into an Amendment to the Intergovernmental Agreement Regarding Georgia Mountain Center; and

WHEREAS, as a condition of the conveyance of the Property, the City requested that the Authority lease the Property to Brenau University, Inc. ("Brenau") upon the terms and conditions approved by the City and Brenau; and

WHEREAS, on February 24, 2012, the Authority and Brenau entered into a Lease Agreement, which Lease Agreement was amended by an Amendment to Lease Agreement entered into by the Authority and Brenau on January 15, 2013; and

WHEREAS, pursuant to O.C.G.A. §§ 36-44-5(a)(7) and 36-44-5(a)(8), the City has the power to enter into and execute leases and agreements determined by the City to implement the provisions and effectuate the purposes of redevelopment plans and also to dispose of property or interests therein for redevelopment purposes, in cooperation with the Authority; and

WHEREAS, the City and the Authority desire to enter into a Second Amendment to the Intergovernmental Agreement previously entered into by the City and the Authority on February 24, 2012, as amended on January 22, 2013, to amend the duties and responsibilities of the City, the Authority, and Brenau University, Inc. as to the real property formerly known as the Georgia Mountains Center; and

WHEREAS, the City, the Authority, and Brenau desire to further amend the Lease Agreement entered into on February 24, 2012, as amended by an Amendment to Lease Agreement entered into by the Authority and Brenau on January 15, 2013; and

WHEREAS, the Authority does not have the staff, expertise, or resources to fulfill the duties of Landlord under the new, amended lease between the Authority and Brenau, without the assistance of the City; and

WHEREAS, the City agrees to fulfill all monetary and financial obligations of the Authority as required under the new, amended lease to Brenau, as well as to perform all such other obligations of the Authority under the new, amended lease to Brenau, upon request by the Authority.

NOW, THEREFORE, AND IN WITNESS WHEREOF, the City and the Authority hereby agree that the Intergovernmental Agreement previously entered into by the City and the Authority on February 24, 2012, as amended on January 22, 2013, is hereby amended by deleting them in their entirety and substituting therefor the following language:

1. The Authority agrees to enter into the Second Amendment to Lease Agreement attached hereto as Exhibit "A" ("the Second Amendment").

2. The Authority will immediately remit to the City all revenues received pursuant to the Second Amendment, from whatever source.

3. The Authority assigns any benefits which will inure to the Authority, as Landlord under the Second Amendment, to the City.

4. The City will perform, at the City's expense, all obligations of the Authority as Landlord under the Second Amendment, including but not limited to any and all monetary and financial obligations of the Authority as Landlord under the Second Amendment.

5. The Authority and the City hereby agree to enter into the Amendment to Limited Warranty Deed attached as Exhibit "B", which document shall be recorded in the Hall County, Georgia Deed Records after execution. The Authority agrees, upon the termination of the Second Amendment for any reason whatsoever, to immediately convey the Property to the City by such deed and associated conveyance documents as the City may require.

6. This Agreement shall be enforceable against and inure to the benefit of the successors and assigns of the parties hereto.

This Second Amendment to Intergovernmental Agreement by and Between City of Gainesville, Georgia and Gainesville Redevelopment Authority Regarding the Former Georgia Mountains Center Property shall be effective as of the day and year first above written.

IN WITNESS THEREOF, the parties have set their hand and seal as of the day and year first above written.

GAINESVILLE REDEVELOPMENT AUTHORITY

By: _____
Matt Nix, Chairperson

ATTEST: _____
Cara Mitchell, Secretary

CITY OF GAINESVILLE

By: _____
C. Danny Dunagan, Jr., Mayor

ATTEST: _____
Denise O. Jordan, City Clerk

APPROVED AS TO FORM

_____
Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
City of Gainesville Attorney
ASH/lcg/15100/11401/w211756

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 148, 9th Land District, City of Gainesville, Hall County, Georgia as shown on a plat of survey as Tract A prepared by Patton Land Surveying, Chris M. Patton, Georgia Registered Land Surveyor No. 2647 for The City of Gainesville having a survey date of January 26, 2012 and a plat date of February 3, 2012 and being more particularly described as follows:

To locate the POINT OF BEGINNING commence at the centerline intersection of Main Street (having a 50 foot right-of way) and State Route No. 369, a/k/a Jesse Jewell Parkway (right of way varies). Thence North 02 degrees 21 minutes 56 seconds West for a distance of 72.36 feet to a point located 34.35' Northeast of the centerline of Main Street and 62.20' Northwest of the centerline of State Route No. 369, a/k/a Jesse Jewell Parkway and said point being the POINT OF BEGINNING; Thence following along and being 1.0' off the back of an existing concrete sidewalk the following courses: North 65 degrees 22 minutes 23 seconds West for a distance of 2.03 feet to a point; Thence North 30 degrees 45 minutes 30 seconds West for a distance of 43.51 feet to a point; Thence North 30 degrees 36 minutes 07 seconds West for a distance of 74.90 feet to a point; Thence North 30 degrees 45 minutes 39 seconds West for a distance of 84.99 feet to a point; Thence leaving said 1.0' off back of existing concrete sidewalk and following along the property line common with The Gainesville Redevelopment Authority the following courses: North 57 degrees 43 minutes 33 seconds East for a distance of 48.15 feet to a point; Thence North 32 degrees 16 minutes 27 seconds West for a distance of 8.19 feet to a point; Thence North 57 degrees 43 minutes 33 seconds East for a distance of 85.52 feet to a point; Thence North 32 degrees 16 minutes 27 seconds West for a distance of 278.52 feet to a point; Thence leaving said property line common with The Gainesville Redevelopment Authority and following along property of the The City of Gainesville the following courses: North 57 degrees 56 minutes 35 seconds East for a distance of 37.00 feet to a point; Thence South 59 degrees 31 minutes 01 seconds East for a distance of 44.00 feet to a point; Thence North 57 degrees 59 minutes 04 seconds East for a distance of 68.19 feet to a point; Thence South 32 degrees 30 minutes 19 seconds East for a distance of 33.03 feet to a point; Thence North 57 degrees 04 minutes 55 seconds East for a distance of 11.65 feet to a point; Thence South 31 degrees 58 minutes 45 seconds East for a distance of 167.48 feet to a point; Thence along a curve to the right having a radius of 31.46 feet and an arc length of 50.49 feet, being subtended by a chord of South 80 degrees 11 minutes 28 seconds East for a distance of 45.24 feet to a point; Thence South 31 degrees 57 minutes 27 seconds East for a distance of 9.24 feet to a point; Thence South 58 degrees 02 minutes 33 seconds West for a distance of 21.71 feet to a point; Thence South 31 degrees 57 minutes 27 seconds East for a distance of 207.05 feet to a point being 1.0' off the back of existing concrete curb and gutter; Thence following along and being 1.0' off the back of existing concrete curb and gutter the following courses: South 57 degrees 57 minutes 50 seconds West for a distance of 30.02 feet to a point; Thence along a curve to the left having a radius of 33.58 feet and an arc length of 22.27 feet, being subtended by a chord of South 39 degrees 54 minutes 43 seconds West for a distance of 21.86 feet to a point; Thence leaving said 1.0' off back of existing concrete curb and gutter the following courses: South 58 degrees 14 minutes 36 seconds West for a distance of 82.84 feet to a point being 1.0' off existing concrete sidewalk; Thence following along and being 1.0' off the back of an existing concrete sidewalk the following courses: South 57 degrees 52 minutes 49 seconds West for a distance of 52.44 feet to a point; Thence South 57 degrees 25 minutes 42 seconds West for a distance of 25.53 feet to a point; Thence along a curve to the left having a radius of 55.12 feet and an arc length of 21.96 feet, being

EXHIBIT A

subtended by a chord of South 46 degrees 52 minutes 21 seconds West for a distance of 21.82 feet to a point; Thence along a curve to the right having a radius of 36.43 feet and an arc length of 32.49 feet, being subtended by a chord of South 59 degrees 29 minutes 42 seconds West for a distance of 31.43 feet to a point; Thence along a curve to the left having a radius of 61.20 feet and an arc length of 21.03 feet, being subtended by a chord of South 67 degrees 47 minutes 47 seconds West for a distance of 20.93 feet to a point and said point being the POINT OF BEGINNING. Said property contains 2.19 acres more or less.

Together with and subject to covenants, easements, and restrictions of record.

Exhibit B

Property to Remain at the Premises after Possession by Tenant

Asset #	Item
0001594	Sound System – MS200 Intercom
0003401	Speaker Package – OAP Pro AX
0008550	Heat Pump - Sanyo
0011475	Heated Mobile Cabinet
0011476	Heated Mobile Cabinet
0011477	Heated Mobile Cabinet
0011478	Heated Mobile Cabinet
0011479	Range – Restaurant Style 36"
0011480	Range – Restaurant Style 36"
0011481	Oven – Double Stacked Convection
0011683	Super Trouper 2000W System
0011748	Runner – Rubber – 48 x 75
0011805	Arena Dimming System
0011806	Theatre Dimming System
0012085	Bar – Portable
0012284	Table – Racetrack
0012302	Projector – DELL MP2400 DLP
0012619	Ice Maker – Manitowoc
0013428	Printer – Ticket Maker
0013685	Makie 24 Channel 4-Bus Sound
0013686	Makie 24 Channel 4-Bus Sound
0014001	Dishwasher – Hobart

0014003	Four Hole Sink with Header
0014005	Warming Unit – Upright # 1
0014006	Warming Unit – Upright # 2
0014014	Steam Table w/ Water Heater
0014022	Kitchen Hood
0014025	Freezer – Walk-In
0014026	Refrigerator – Walk-In # 1
0014040	Concession Hood
0014046	Refrigerator – Walk-In # 3
0014320	Coffee Urn – FE 300
0014368	Spotlight – Incandescent
0014393	Spotlight – Incandescent Follow
0014486	Spotlight Super Trooper Follow
0014749	Printer – Ticker
0015496	Dumpster Rolling with Fork Attached
0019415	Air Conditioner – Outdoor Unit
0019995	Booster Heater for Dishwasher
0020307	Theater Rigging System
0020388	Light System – Stages
0070329	Light System – GMC Arena
0080126	Ice Machine – Manatowoc Head
9000195	Antenna – Roof Mounted
9000367	Generator – Emergency
9000702	Fire Alarm System – GMC
9000711	GMC Ticketing System

9000984	Boardroom Furniture
9000987	Theater and Arena Curtain
9000988	Performance and Riser Stage Package
9000992	Georgia Mountain Center Sign

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (hereinafter referred to as "Lease") is made as of the ___ day of _____, 2018, between **Gainesville Redevelopment Authority**, a constitutional authority of the State of Georgia (hereinafter referred to as "Landlord"), and **Brenau University, Inc.**, a Georgia not-for-profit corporation (hereinafter referred to as "Tenant").

WHEREAS, on February 24, 2012, Landlord and Tenant entered into a Lease Agreement; and

WHEREAS, on January 15, 2013, Landlord and Tenant entered into an Amendment to Lease Agreement; and

WHEREAS, the need to clarify and amend provisions of the Lease Agreement has arisen.

NOW, THEREFORE, it is hereby agreed between Landlord and Tenant that the Lease Agreement entered into on February 24, 2012, as amended on January 15, 2013, shall be amended by striking all language contained in the previous Agreement and Amendment and substituting therefor the following language, which shall hereinafter constitute the Lease between Landlord and Tenant:

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that real property, together with improvements thereon, described in Exhibit "A," attached hereto and incorporated herein, upon the following TERMS and CONDITIONS:

1. **Premises.** Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by Tenant, hereby leases to Tenant, and Tenant leases and takes from Landlord, the premises depicted on Exhibit "A," attached hereto and made a part hereof (hereinafter referred to as "the Premises").

2. **Term and Rent.** Landlord demises the Premises for a term of four (4) years (hereinafter referred to as "the Initial Term"), commencing as of the ___ day of _____, 2018 (hereinafter referred to as "the Commencement Date"), and terminating on the ____ day of _____, 2022, unless terminated sooner as provided herein. This Lease may be renewed for up to four (4) additional terms of ten (10) years each upon the following terms and conditions, provided Tenant notifies Landlord in writing of its election to renew this Lease no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal term. Upon renewal, all provisions and covenants of this Lease will be and remain in full force and effect during the renewal term.

Beginning on the Commencement Date, the monthly rental during the Initial Term will be $10,000, paid in advance on the first day of each month for that month's rental during the Initial Term and any renewal term of this Lease.

A late fee of five percent (5%) of the amount due will be charged if a rental payment has not been received by Landlord by the fifth (5th) day of the month.

If Tenant remains in possession of the Premises after the termination of the Initial Term or any renewal term of this Lease for any reason, without any distinct written agreement by Landlord and Tenant, Tenant will be and become a tenant at sufferance, and there will be no renewal or extension of this Lease by operation of law.

3. **Use.** Tenant may use and occupy the Premises for Tenant's provision of education to students in the area of healthcare. The Premises may not be used for any other purpose. In no event will Tenant use the Premises for any illegal purpose, in violation of any law, or in any manner which constitutes a public or private nuisance. Tenant will not do, bring, or keep anything on or about the Premises that would increase the rates charged Landlord for, or cause the cancellation of, Landlord's insurance covering the Premises.

4. **Abandonment.** Tenant agrees to occupy the Premises during the term of this Lease and agrees not to abandon the Premises during the term of the Lease.

5. **Repairs by Tenant.** Within ten (10) days of the execution of this Lease, Landlord shall pay to Tenant the sum of $74,000.00, in satisfaction of any and all responsibilities of Landlord as to repairs to the Premises. **Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant must, throughout the term of this Lease, at its expense, maintain the Premises in good order and repair. Tenant agrees that Landlord shall have no obligations whatsoever regarding maintenance and/or repair of the Premises, including but not limited to the roof, HVAC, and/or any condition relating to any structure on the Premises.** Tenant agrees to return the Premises to Landlord at the expiration, or prior termination of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant agrees to maintain grounds, including mowing of grass, care of shrubs and general landscaping, including cleaning of parking areas as necessary.

6. **Repairs by Landlord**. **Landlord shall not have responsibility for any repairs to the Premises whatsoever.**

7. **Alterations.** Tenant will not make any alterations, or improvements to the Premises without Landlord's prior written consent. Tenant will promptly remove any alterations, additions or improvements constructed in violation of this section of the Lease upon Landlord's written request. All approved alterations, additions and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove will become Landlord's property and will be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant will repair, at Tenant's expense, any damage to the Premises caused by the removal of such machinery or equipment. In the event that any lien is filed against the Premises as a result of any work or act of Tenant, Tenant, at its expense, shall

discharge or bond off the same within thirty (30) days from the filing thereof. Tenant may contest any such lien if Tenant reasonably believes the lien is invalid for any reason and shall hold harmless, the Landlord and the Premises from any cost or indebtedness associated with the lien. Prior to the commencement of any work by Tenant, Tenant shall obtain public liability and workers' compensation insurance in the amounts set out in this Lease to cover every contractor or subcontractor to be employed by Tenant, or require its contractor to provide such, and shall deliver duplicate originals of all certificates of such insurance to Landlord. If, in an emergency, it shall become necessary for, in its sole discretion, Landlord to make repairs required to be made by Tenant, Landlord may reenter the Premises and proceed to have such repairs made and pay the costs thereof. Tenant shall promptly reimburse Landlord for the costs of such repairs.

8. **Removal of Fixtures.** Tenant may (if not in default hereunder) prior to the expiration of the Lease, or any extension or renewal thereof, remove all trade fixtures and equipment which it has placed in the Premises, provided Tenant repairs all damage to the Premise caused by such removal.

9. **Ordinances and Statutes.** Tenant will comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant. Tenant shall, at its own expense, comply with all laws inclusive of the Americans With Disabilities Act (ADA), orders, ordinances and other requirements respecting all matters of occupancy, condition or maintenance of the Premises for the use by Tenant as set out in this Agreement, whether such orders or directions shall be directed to Tenant or Landlord, and Tenant shall hold Landlord harmless from any and all costs or expenses on account thereof. Tenant shall procure and maintain all licenses and permits legally necessary for Tenant's operations on the Premises and allow Landlord to inspect them on request. Tenant agrees that it will comply with all statutes, federal and state, and all regulations concerning Hazardous Material (defined hereinafter) on, under or at the Premises. Tenant further agrees that it will not cause or allow any asbestos to be incorporated into any improvements or alterations which it makes or causes to be made to the Premises. Tenant hereby holds Landlord harmless from and indemnifies Landlord against any and all losses, liabilities, damages, injuries, costs, expenses, fines, penalties, and claims of any and every kind whatsoever (including, without limitation, court costs and attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against Landlord for, with respect to, or as a direct or indirect result of (i) a breach by Tenant of the foregoing covenants, or (ii) to the extent caused or allowed by Tenant or any agent, contractor, employee, invitee or licensee of Tenant, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, onto or into the Premises, the atmosphere, or any watercourse, body of water or groundwater, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other Federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material, as the same may be amended or modified); and the provisions of and undertakings and indemnification set out in this paragraph shall survive the termination of this Lease, and shall continue to be the liability, obligation and indemnification of Tenant, binding upon Tenant

forever, subject to the applicable statute of limitations. The provisions of the preceding sentence shall govern and control over any inconsistent provision of this Lease. For purposes of this Lease, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous, waste, substance or material.

10. **Assignment and Subletting.**

A. Tenant shall not without the City of Gainesville's (hereinafter referred to as "the City") and the Landlord's prior written consent, which the City and Landlord may withhold in their sole discretion, (i) assign or otherwise transfer, or mortgage or otherwise encumber, this Lease or any of its rights hereunder, (ii) sublet the Premises or any part thereof, or permit the use of the Premises or any part thereof by any persons other than Tenant or its agents, or (iii) permit the assignment or other transfer of this Lease or any of Tenant's rights hereunder by operation of law.

B. In the event Tenant desires to assign or transfer this Lease, or sublet (or permit occupancy or use of) the Premises, or any part thereof, Tenant shall give the City and the Landlord sixty (60) days prior written notice of Tenant's intention to so assign or transfer or sublet all or any part of the Premises. For sixty (60) days following receipt of said notice, the City and the Landlord shall have the right, exercisable by sending written notice to Tenant, to (i) refuse to permit such assignment, sublet or transfer, (ii) terminate this Lease, or (iii) allow the Premises to be sublet from Tenant for the balance of the term of this Lease, all of the Premises in the event Tenant notified the City and the Landlord of its intention to assign or transfer this Lease, or only so much of the Premises as Tenant desires to sublet in the event Tenant notified the City and the Landlord of its desire to sublet the Premises or a portion thereof. Tenant may assign or transfer this Lease, or sublet such space if Tenant has obtained the prior written consent of the City and the Landlord. The consent by the City and the Landlord to any assignment, transfer or subletting to any party shall not be construed as a waiver or release of Tenant under the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any such assignee, transferee, subtenant or occupant constitute a waiver or release of Tenant of any covenant or obligation contained in this Lease, nor shall any such assignment, transfer or subletting be construed to relieve Tenant from giving the City and the Landlord said sixty (60) days notice or from obtaining the consent in writing of the City and the Landlord to any further assignment, transfer or subletting.

C. In the event the City and the Landlord do not exercise their right to have all or a portion of the Premises, as the case may be, subleased or assigned to it but give Tenant their written consent to assign, transfer or sublet all or a portion of the Premises to a third party, any monthly rent or other payment accruing to Tenant as the result of any such assignment,

transfer, or sublease, including any lump sum or periodic payment in any manner relating to such assignment, transfer or sublease shall be paid by Tenant to Landlord monthly. Landlord may require a certificate from Tenant specifying the full amount of any such payment of whatsoever nature.

D. Any costs and expenses, including attorneys' fees incurred by Landlord in connection with any proposed or purported assignment, transfer or sublease, shall be borne by Tenant and shall be payable to Landlord.

11. **Utilities.** All applications and connections for necessary utility services on the demised Premises will be made in the name of Tenant only, and Tenant will be solely liable for utility charges as they become due, including, but not limited to, those for sewer, water, gas, electricity, and telephone services. Landlord will have no liability for any interruption or failure in supply of any utilities to the Premises.

12. **Taxes.** The Premises, as property owned by the Authority, will be exempt from ad valorem tax. During the term of this lease, Tenant will be liable for all City, County, and State taxes assessed on Tenant's personal property located on the Premises and will pay the same by the due date.

13. **Quiet Enjoyment.** Landlord covenants that so long as Tenant performs all of its obligations hereunder, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the term hereof.

14. **Entry and Inspection.** Tenant must permit Landlord or Landlord's agents to enter upon the Premises at any time during business hours and upon written notice, hand delivered to Tenant at least one (1) day prior to Landlord's entrance onto the Premises, for the purpose of inspecting the same, and will permit Landlord at any time within sixty (60) days prior to the expiration of this lease, to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter.

15. **Destruction of Premises.**

A. In the event the Premises shall be partially or totally destroyed by fire or other casualty insured under the provisions of Paragraph 17 below, so as to become partially or totally untenantable, then the damage to the Premises shall be promptly repaired, unless Landlord shall elect not to rebuild or repair as hereinafter set forth. In no event shall Landlord be required to repair or replace Tenant's improvements, fixtures, furnishings, or equipment. If more than twenty-five percent (25%) of the Premises shall be damaged or destroyed by fire or other casualty, then Landlord may elect that the Premises be repaired or rebuilt or, at its sole discretion, terminate this Lease by giving written notice to Tenant of its election to so terminate, such notice to be given within ninety (90) days after the occurrence of such damage or destruction. If Landlord elects for Tenant to repair or rebuild the Premises as herein provided, Tenant shall immediately repair or replace all structures, improvements, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that immediately prior to its damage or destruction.

B. If all or any portion of the Premises is damaged by fire or other casualty and this Lease is not terminated in accordance with the provisions in subparagraph (A) above, then all of Tenant's insurance proceeds however recovered shall be made available for payment of the cost of repair, replacing and rebuilding. Tenant shall use the proceeds from Tenant's insurance as set forth herein to repair or rebuild the Premises to its condition as on the effective date of this Lease, and Tenant shall, using the proceeds from Tenant's insurance provided for in Paragraph 17, repair, restore, replace or rebuild that portion of the Premises together with any additional improvements installed by Tenant, such that the Premises shall be restored to its condition as of immediately prior to the occurrence of such casualty. All of the aforesaid Tenant's insurance proceeds shall be deposited in escrow and shall be disbursed as work on repair, replacement or restoration progresses upon the agreement of Landlord that the balance in the escrow fund is sufficient to pay the estimated costs of completing the repair and restoration.

16. **Waiver of Subrogation.** Notwithstanding any provision of this Lease to the contrary, Tenant hereby releases and waives all rights of subrogation against the Landlord, its officers, directors, employees and agents from any and all loss, damages or liability covered under any policy of insurance required to be maintained by this Lease, including deductibles or retentions, notwithstanding that such loss, damages or liability may have arisen from the negligence, tortuous act or omission of the Landlord, or anyone for whom Landlord may be responsible, unless Tenant's insurers require rights of subrogation as a condition of its policies of insurance.

17. **Insurance.**

A. **General Liability Coverage**. Tenant agrees to carry, at its own expense, throughout any term of this Lease, Commercial General Liability insurance in the broadest form obtainable (including contractual liability coverage) covering the Premises and Tenant's use of the Premises with a minimum coverage of Two Million Dollars ($2,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate for Bodily Injury and Property Damage, including Loss of Use. Tenant may satisfy its obligation to maintain Commercial General Liability insurance, as required pursuant to this Paragraph 17, by obtaining a combination of primary liability and umbrella/excess liability policies that total a minimum of $3,000,000 per occurrence limit, provided that Tenant's primary liability policy shall be in the minimum amount of Two Million Dollars ($2,000,000) per occurrence. Tenant's insurance policy(ies) shall be written with insurers licensed to do business in the state of Georgia, in a form satisfactory to Landlord and shall carry an A.M. Best rating of at least A. Tenant's policies shall name Landlord as an additional insured and shall be endorsed to provide Landlord with no less than thirty (30) days prior written notice of cancellation or non-renewal. Tenant's policies shall include a waiver of subrogation against Landlord and shall be endorsed to reflect that in the event that coverage benefiting Landlord exists under both Landlord's and Tenant's policies, coverage under the Tenant's policies shall be primary.

B. **Property Coverage**. Tenant shall bear the entire risk of loss for the Premises and all of its property, furniture, fixtures, carpets, machinery, improvements and betterments, equipment, inventory, and goods placed in the Premises. Tenant shall carry, at its sole cost and

expense, Special Perils "all-risk" property coverage of the broadest form available covering the above property on a full replacement cost basis. Coverage shall include improvements to the Premises while under construction or installation by Tenant. Said policy shall include a waiver of subrogation against Landlord as to loss or damage covered by such policy.

C. **Workers' Compensation & Employers Liability Coverage**. Tenant shall carry at all times such Workers' Compensation insurance as to comply with the laws and regulations of the state of Georgia and shall provide Landlord with a Certificate evidencing coverage currently in force. Tenant shall also carry Employers Liability insurance in the amount of $1,000,000 each accident, $1,000,000 disease-each employee and $1,000,000 disease-aggregate. Insurance policy shall include a waiver of subrogation against Landlord.

D. **Motor Vehicle Liability Coverage**. To the extent vehicles are used to conduct the Tenant's business, Tenant shall carry at all times Business Auto Liability insurance covering all owned, non-owned and hired vehicles in a minimum amount of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage. Said policy shall waive subrogation against Landlord and shall name Landlord as additional insured.

E. **Liquor Liability Coverage**. At all times during the term of this Lease, when liquor, beer or wine are served or offered for sale within the Premises, Tenant shall maintain liquor liability insurance for the benefit of Landlord and Tenant against claims for bodily injury, death or property damage resulting from or arising out of the sale or distribution of liquor, beer or wine from the Premises of not less than Two Million Dollars ($2,000,000) in respect of such personal injury, death or property damage. Landlord shall be named as additional insured under such policy. Such policy shall provide that it is the primary policy in the event of a loss and shall waive subrogation against Landlord.

F. **All Risk Property Insurance**. Throughout the Lease Term, at Tenant's sole cost and expense, Tenant shall carry and maintain a policy of "all risk" (broad form) property insurance naming the City and Landlord as an additional named insured, as Landlord's interest may appear, covering the Premises and all improvements against loss or damage by fire, collapse, earthquake, and other risks now or hereafter customarily embraced by an "all risk" (broad form) policy in an amount not less than one hundred percent (100%) of the full insurable value and replacement cost of the Property and all improvements, which value is currently Nine Million Seven Hundred Thousand Dollars ($9,700,000). Landlord and Tenant agree that they shall, in a timely manner, annually review an estimate of "replacement cost" of the Premises, including improvements on the Premises. Landlord and Tenant agree to act reasonably and to cooperate in good faith in the determination of the full insurable value and replacement cost of the Premises for the purposes of this paragraph. The policy shall contain a clause expressly waiving the insurer's right of subrogation against Landlord, its agents, servants and employees. For the period of construction of any project improvements, the insurance on such project improvements required by this paragraph 17(F) shall be in "All-Risk" Builder's Risk Completed Value Form or other comparable coverage during construction of such project improvements. All policies of insurance required under this paragraph shall

contain a clause expressly waiving the insurer's right of subrogation against Landlord and its agents, servants and employees.

G. **Basic Insurance Requirements**. Tenant shall provide Landlord with Certificates of Insurance (ACORD 25) prior to the date of possession by Tenant and within thirty (30) days of the anniversary of said insurances, as required in subparagraphs (A) through (F) of this paragraph evidencing the above-required coverage. Such certificate shall include copies of endorsements that provide Additional Insured, Waiver of Subrogation and Notice of Cancellation benefits to Landlord. Absence of the cancellation language on the Tenant's ACORD certificate shall in no way abrogate Tenant's obligations under this Lease. Tenant's policies shall name Tenant as the Named Insured and the City and Landlord as additional insured as their interests may appear and shall be endorsed to provide the City and Landlord with no less than thirty (30) days prior written notice of cancellation or non-renewal. Tenant's policies shall also be endorsed to reflect that in the event coverage benefiting the City and Landlord exists under both Landlord's and Tenant's policies, coverage under Tenant's policy shall be primary. All insurance policies shall specifically include coverage of Tenant's indemnification obligations to Landlord under this Lease. Tenant shall require any Contractor, Subcontractor, Subtenants, Licensees and Users of Tenant performing work on the Premises to maintain sufficient coverage of insurance as required of Tenant and to provide the same evidence of such coverage to Tenant before the Work begins. Failure on the part of Tenant to provide such evidence of insurance may cause, but does not obligate, Landlord to affect such coverage and in such event, Tenant agrees to pay the premium for such coverage promptly upon Landlord's demand.

Landlord may, but shall have no obligation to, maintain during the term of this Lease, any insurance coverage on the Premises.

Tenant shall not permit to be done any act which will invalidate or be in conflict with insurance policies of Landlord covering the Premises or any other insurance referred to in this Lease. Tenant shall promptly comply with all rules and regulations relating to such policies. If the acts of Tenant or its employees or agents shall increase the rate of insurance referred to in this Lease, such increases shall be immediately paid by Tenant to Landlord.

18. **Events of Default.** The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, will constitute a breach of this Lease on the part of the Tenant: (A) Tenant fails to pay the rental as provided for herein; and such failure continues for ten (10) days after written notice to Tenant, provided, however, that Landlord will not be required to provide such notice and right to cure more than twice in any twelve (12) month period; (B) Tenant abandons or vacates the Premises; (C) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease and such failure continues for thirty (30) days after written notice to Tenant; (D) Tenant is adjudicated bankrupt; (E) a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (F) Tenant, either voluntarily or involuntarily, takes advantage of any debtor relief proceedings under present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; (G) Tenant makes an

assignment for benefit of creditors; or (H) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days.

19. **Remedies Upon Default.** Upon the occurrence of an Event of Default, Landlord, in addition to any and all other rights or remedies it may have at law or in equity, will have the option of pursuing any one or more of the following remedies:

A. Landlord may terminate this Lease by giving notice of termination, in which event this Lease will expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises will expire and terminate, and Tenant will remain liable for all obligations under this Lease arising up to the date of such termination and Tenant must surrender the Premises to Landlord on the date specified in such notice;

B. Landlord may terminate this Lease as provided in paragraph 19(A) hereof and recover from Tenant all actual damages Landlord may incur by reason of Tenant's default, including without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (i) the monthly rental and additional rent for the period commencing with the day following the date of such termination and ending with the date hereinbefore set for the expiration of the full term hereby granted, over (ii) the aggregate reasonable rental value of the Premises (less reasonable brokerage commissions, attorneys' fees and other costs relating to the reletting of the Premises) for the same period, all of which excess sum will be deemed immediately due and payable;

C. Landlord may, without terminating this Lease, declare immediately due and payable all monthly rental and additional rent due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment will not be deemed a penalty or liquidated damages but will merely constitute payment in advance of rent for the remainder of said term; upon making such payment, Tenant will be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants and subtenants on account of the premises during the term of this Lease, provided that the moneys to which Tenant becomes entitled will in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to this clause (C) less all costs, expenses and attorneys' fees of Landlord incurred in connection with the reletting of the Premises; or

D. Landlord may, from time to time without terminating this Lease, and without releasing Tenant in whole or in part from Tenant's obligation to pay monthly rental and additional rent and perform all of the covenants, conditions and agreements to be performed by Tenant as provided in this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and, after making such alterations and repairs, Landlord may, but will not be obligated to, relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable or acceptable; upon each reletting, all rentals received by Landlord from such reletting will be applied first, to the payment of any indebtedness

other than rent due hereunder from Tenant to Landlord, second, to the payment of all costs and expenses of such reletting, including brokerage fees and reasonable attorneys' fees, and of costs of such alterations and repairs, third, to the payment of the monthly rental and additional rent due and unpaid hereunder, and the residue, if any, will be held by Landlord and applied against payments of future monthly rental and additional rent as the same may become due and payable hereunder; in no event will Tenant be entitled to any excess rental received by Landlord over and above charges that Tenant is obligated to pay hereunder, including monthly rental and additional rent; if such rentals received from such reletting during any month are less than those to be paid during the month by Tenant hereunder, including monthly rental and additional rent, Tenant must pay any such deficiency to Landlord, which deficiency will be calculated and paid monthly; Tenant must also pay Landlord as soon as ascertained and upon demand all costs and expenses incurred by Landlord in connection with such reletting and in making any alteration and repairs which are not covered by the rentals received from such reletting; notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

E. In the event Landlord exercises one of the remedies stated herein, Landlord may, but will not be required to, remove all or any portion of Tenant's personal property from the premises, after ten (10) days written notice to Tenant of Landlord's intent to do so. If Tenant has not removed such property within such ten (10) day period, Landlord may dispose of such property in any manner available, and Tenant releases Landlord from any claim for damages related thereto.

20. **Effect of Termination of Lease.** No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, will affect Landlord's right to collect rent for the period prior to the termination thereof.

21. **Attorney's Fees.** In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party will be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

22. **No Estate in Land**. This Lease will create the relationship of Landlord and Tenant between the parties hereto. No estate in land will pass out of Landlord. Tenant has only a usufruct not subject to levy and sale, and not assignable by Tenant except as herein provided.

23. **Rights Cumulative**. All rights, powers and privileges conferred hereunder upon the parties hereto will be cumulative and not restrictive of those given by law.

24. **Waiver.** No failure of Landlord or Tenant to enforce any term hereof will be deemed to be a waiver.

25. **Notices.** Whenever under the terms of this Lease a written notice is required, or whenever a written notice or communication is sent, the same must be accomplished by registered or certified mail, return receipt requested, postage prepaid, or Federal Express, Airborne or other receipted

courier, or by hand deliver, addressed as follows:

To Landlord: Gainesville Redevelopment Authority
Attn: Secretary
405 Washington Street, N.E.
Gainesville, GA 30501

To Tenant: Brenau University, Inc.
Attn: CEO
500 Washington Street, SE
Gainesville, GA 30501

26. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

27. **Time is of the Essence.** Time is of the essence as to all provisions of this Lease.

28. **Subordination; Waiver of Landlord's Liens.** This Lease and Tenant's tenancy hereunder shall be subject and subordinate at all times to the lien of any type now or hereafter placed upon the interest of Landlord and the Premises. Tenant also agrees that any lienholder may elect to have this Lease a subsequent lien to its indebtedness, and in the event of such election, and upon notification by such lienholder to Tenant to that effect, this Lease shall be deemed subsequent in lien to the said lienholder, whether this Lease is dated prior to or subsequent to the date of said lien. Tenant agrees to execute and deliver such instruments as may be desired by Landlord or lienholder subordinating this Lease to the lien of any present or future lien, or as may be otherwise required to carry out the intent of this Paragraph. Tenant hereby appoints Landlord its attorney-in-fact, irrevocably, to execute and deliver any such instrument of Tenant.

29. **Governing Law.** This Lease will be governed by the laws of the State of Georgia as applied to contracts entered into and to be performed entirely within the State of Georgia.

30. **Forum Selection.** Each of the parties hereby irrevocably submits to the jurisdiction of the Superior Court of Hall County, Georgia in any action or proceeding arising out of or related to this Lease, and each party hereby irrevocably agrees that all claims in respect of such action or proceeding will be heard and determined in such Superior Court. Each of the parties irrevocably waives any objection, including without limitation, any objection to venue based on the ground of *forum non conveniens,* which it may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction.

31. **Severability.** If any term or other provision of this Lease is invalid, illegal or incapable of being enforced by any rule of law or public policy, all the remaining terms and provisions of this Lease will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner or adverse to any party hereto. Upon determination that any term is invalid, illegal or incapable of being enforced, the

parties hereto will negotiate in good faith to modify this Lease so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end of the transactions contemplated by this Lease or consummated to the extent possible.

32. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties. The parties agree that this Lease creates a usufruct only and not an estate for years.

33. **Brokerage.** Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease.

34. **Tenant Sign.** Tenant may install and maintain a sign affixed to the building in a location, size and style subject to the prior written approval of the City and Landlord. Notwithstanding Landlord's approval and/or the terms of this Lease, Tenant's sign shall conform to all applicable legal requirements and limitations. Tenant shall pay for all costs in connection with such sign(s) and shall be responsible for the cost of proper installation and removal thereof and any damage caused to the Premises thereby. In the event Landlord deems it necessary to remove such sign(s), then Landlord shall have the right to do so, provided, however, Landlord shall replace said sign as soon as practicable at Landlord's sole cost. No additional signs, which can be seen from the exterior of the Premises, shall be installed or displayed in, on or about the Premises without the prior written consent of Landlord.

35. **Parking.** During the term of this Lease Tenant is granted a nonexclusive license to issue a parking permit to its students, customers and invitees to the use of the sidewalks, parking deck and the entrance and exit ways designated by the City or Landlord for access, ingress and egress to and from the Premises from a public street or highway. Tenant acknowledges that the adjoining parking deck shall remain a public parking facility. Tenant may not charge a parking fee. Tenant will assist as far as practical in developing financial sources for the construction of two additional floors of the parking deck and during the construction of such additional floors, Landlord and Tenant will endeavor to identify areas for off-site parking for Tenant's employees and students. Notwithstanding anything contained in this Lease to the contrary, the City and Landlord shall have the right, at any time and from time to time, without notice to or consent of Tenant, to change the size, location, elevation and nature of any other public area, or any part thereof, including, without limitation, the right to locate and/or erect thereon, structures and other improvements of any type. Landlord shall have the right, at any time and from time to time, to establish, modify, amend and enforce rules and regulations with respect to the aforementioned public areas and the use thereof. Tenant agrees to abide by and conform to such rules and regulations on notice thereof and to cause its invitees and its employees and agents to do the same.

Landlord is responsible for the maintenance of the public parking deck adjacent to the Premises. Landlord's responsibility for maintenance includes: (A) Maintaining, repairing or replacing equipment in the parking deck such as lights, fire hydrants, and elevators; (B) Maintaining the parking deck in a reasonably clean condition, including, except as hereinafter provided to the

contrary, emptying trash cans and removing graffiti; and (C) Maintaining the structural integrity of the parking deck.

Tenant is responsible for cleaning any debris in the parking deck or elevators following an event on the Premises.

36. **Hold Harmless.** To the fullest extent permitted by law, Tenant hereby indemnifies and agrees to save harmless the City and Landlord and their respective officers, directors, employees, and agents, from and against all claims, losses, liabilities, damages, penalties, fines and expenses (including but not limited to reasonable attorneys' fees) that arise from or in connection with (i) the possession, use, occupation, management, repairs, maintenance or control of the Premises, or any portion thereof, inclusive of improvements; (ii) any act or omission of Tenant, its employees, agents, contractors, licensees, or invitees; or (iii) any violation, breach, or default of this Lease by Tenant. Tenant shall, at its own cost and expense, defend any and all actions which may be brought against the City and Landlord and their respective officers, directors, employees and agents with respect to the foregoing. Tenant shall pay, satisfy and discharge any and all judgments, orders and decrees which may be recovered against the City and Landlord and their respective officers, directors, employees and agents in connection with the foregoing.

37. **Termination by Tenant**. Notwithstanding any other provision in this Lease Agreement, Tenant may terminate this Lease Agreement upon ninety (90) days prior written notice in the unlikely event its programs and financial situation do not merit, in Tenant's sole discretion, the continuation of the Lease Agreement. In such event, Tenant shall deliver to the Landlord all of the property described in Exhibit “B” to this Lease, including any improvements or replacements for such property.

38. **Counterparts.** This Lease may be executed in one or more counterparts, any one or all of which shall constitute but one agreement.

39. **Security.** Tenant shall provide all security for the Premises, including the adjacent parking deck and its elevators. During events on the Premises, Tenant shall also secure any outside areas that are occupied by event attendees.

40. **Marquee Sign**. Tenant agrees that at the request of the City or Landlord, Tenant shall advertise information about downtown or community events on the marquee sign, currently located at the corner of Jesse Jewell and Main Street.

41. **Landlord Access**. Landlord reserves the right for itself and for the City to use and access the fiber optic lines that remain on the Premises. Landlord also reserves the right to use the exterior of the Premises to mount cameras or lights needed for the security of public spaces surrounding the Premises. Tenant shall grant Landlord access to Landlord's equipment as needed for their operation. Landlord will inform Tenant of any installation of cameras or lighting.

42. **Voting Precinct**. Tenant agrees to allow the City to continue using the Premises as a voting precinct throughout the term of this Lease. Landlord or its designee will provide Tenant with election dates as soon as practical, and Tenant agrees that it will reserve adequate space for elections accordingly. Space will be reserved for a half-day prior to the election day, the election day, and a half-day after the election day. Tenant will accommodate the City's needs for accessibility to the Premises on election day. Tenant agrees as a community service to provide the space needed for elections at no cost to the City.

43. **Convention Space.** Tenant agrees to renovate the area identified as "Convention Area" on Exhibit "C," attached hereto and incorporated herein, in accordance with the plans and specifications attached hereto and incorporated herein as Exhibit "D." Said renovations shall hereinafter be referred to as "the Convention Space." The Convention Space shall be completed on or before December 31, 2019. Within thirty (30) days of the Commencement Date, Landlord shall pay to Tenant the sum of $250,000.00. After completion of the Convention Space, Tenant agrees to make the Convention Space available, free of charge to Landlord and/or Landlord's designee(s) no less than 12 days per 12 month period, upon written request of Landlord and/or Landlord's designee(s) at least 30 days in advance of Landlord's written notice to Tenant of its desire to utilize the Convention Space. Landlord will take responsibility for all costs associated with Landlord's use of the Convention Space. Landlord agrees to return the Convention Space in a clean condition, following Landlord's use of the Convention Space.

44. **Option to Purchase.** In conformance with the Charter and ordinances of the City, and if allowed by State laws and regulations, Tenant shall have the exclusive option to purchase the Premises at the end of the Initial Term of this Lease. If Tenant does not exercise its option and renews this Lease for an additional ten (10) years, Tenant shall have, subject to the limitations set forth above, the exclusive option to purchase the Premises at the conclusion of the renewal term, as well as at the end of any subsequent renewal term, on the same terms and conditions as stated in this paragraph. Tenant's option to purchase the Premises will expire if not exercised within 60 days of the end of the Initial Term or any subsequent renewal term. The purchase price shall be determined by averaging the appraisals of three (3) licensed real estate appraisers, one (1) of whom shall be selected by the City, one (1) of whom shall be selected by Tenant, and one (1) of whom shall be selected by the two (2) appraisers selected by the City and Tenant. The terms of the sale shall be cash payable at closing to be held within six (6) months of the end of the Initial Term or any subsequent renewal term of this Lease. If the option is exercised, Landlord will convey fee simple title to Tenant by limited warranty deed, upon payment of the purchase price free and clear of any liens and encumbrances. Tenant shall bear all closing costs. Landlord shall pay the proceeds of any such sale to the City.

Signed this _____ day of _____, 2018.

LANDLORD:

GAINESVILLE REDEVELOPMENT AUTHORITY

By: _____
Matt Nix, Chairman

Attest: _____
Cara Mitchell, Secretary

TENANT:

BRENAU UNIVERSITY, INC.

By: _____
Edward Schrader, CEO

Attest: _____
Jim Walters, Secretary

ASH/lcg/15100/11401/W211752

AFTER RECORDING PLEASE RETURN TO:
Hulsey, Oliver & Mahar
P. O. Box 1457
Gainesville, GA 30503
ATTENTION: Abbott S. Hayes, Jr.

RE: Deed Book 6961, Pages 752-755;
Hall County, Georgia Deed Records

AMENDMENT TO LIMITED WARRANTY DEED

STATE OF GEORGIA,
COUNTY OF HALL.

The undersigned hereby amend the Limited Warranty Deed dated February 24, 2012, recorded at Deed Book 6961, Pages 752-755, Hall County, Georgia Deed Records, by adding the following language to the end of the section of said Limited Warranty Deed entitled "Reversion of Title;"

On the ___ day of _____, 2018, the Gainesville Redevelopment Authority ("the Authority") and Brenau University, Inc. ("Brenau") entered into a Second Amendment to Lease Agreement ("Second Amendment"), pursuant to which the Authority leased the above-described property to Brenau. The parties to this Deed agree, that in the event the Second Amendment shall be terminated for any reason, or in the event that the Second Amendment shall expire without Brenau having exercised its option to purchase the above-described property and paid the purchase price as required by the Second Amendment, then the title to the above-described property shall automatically revert to the City of Gainesville, Georgia ("the City") without the necessity of further action by the Authority or the City. The Authority agrees to execute such documents as the City may require to effectuate the reversion of the above-described property to the City.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 2018.

GAINESVILLE REDEVELOPMENT AUTHORITY

By: _____
Matt Nix, Chairperson

ATTEST: _____
Cara Mitchell, Secretary

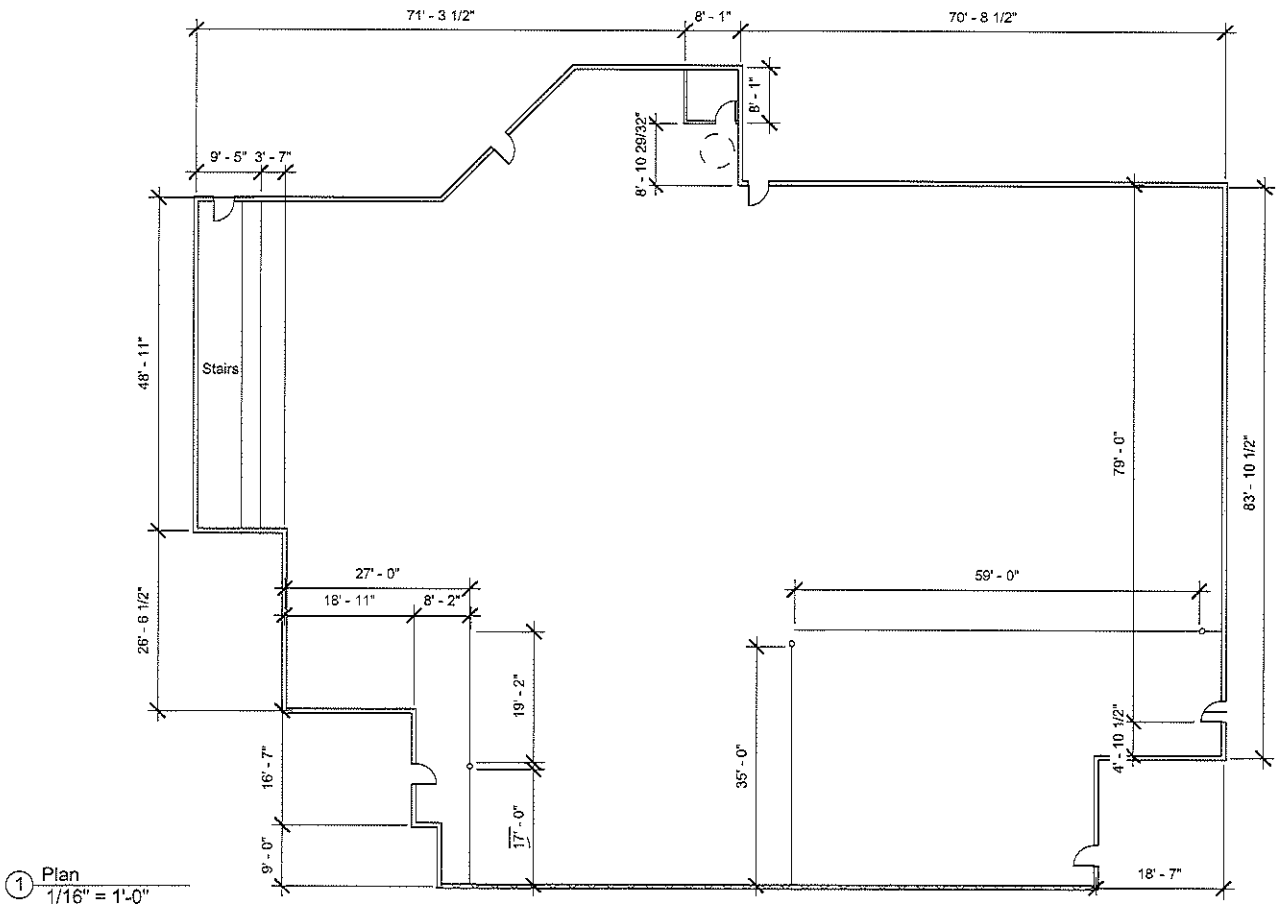
CITY OF GAINESVILLE

By: _____
C. Danny Dunagan, Jr., Mayor

ATTEST: _____
Denise O. Jordan, City Clerk

APPROVED AS TO FORM

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



1 Plan
1/16" = 1'-0"

Brenau University

www.autodesk.com/revit

Brenau University

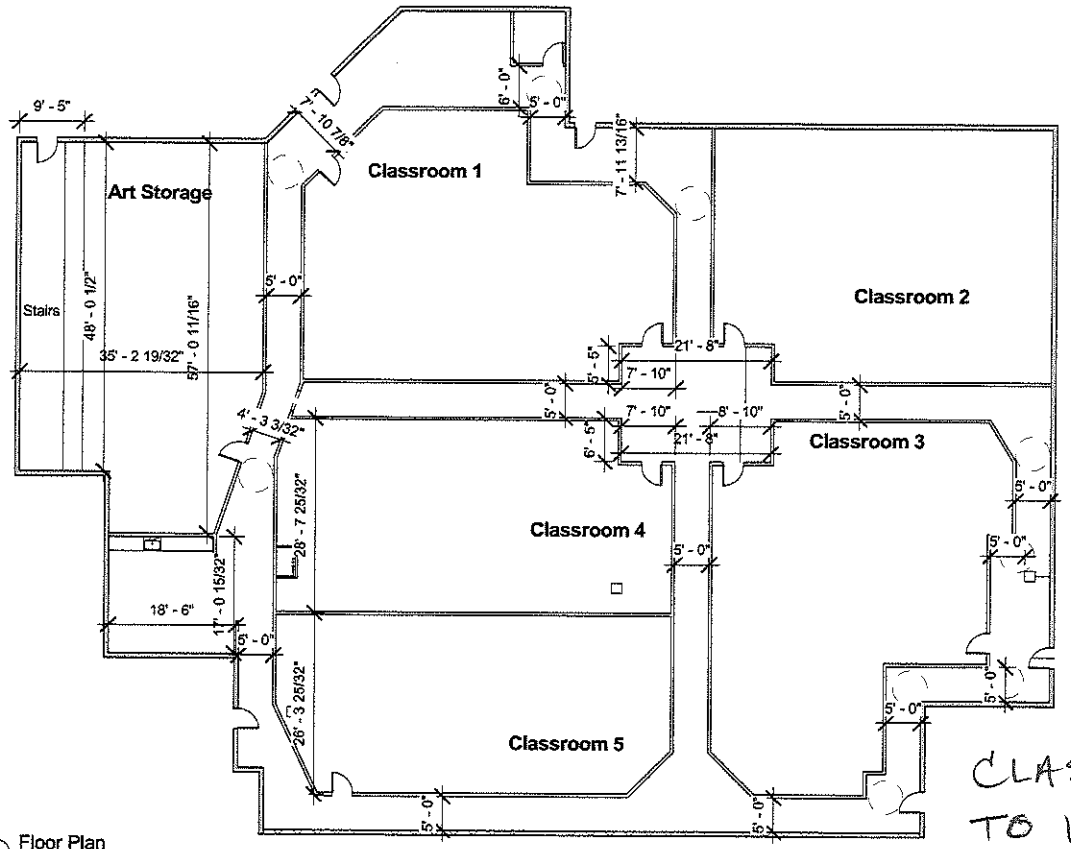
Brenau Downtown Center

No.	Description	Date

Plan "EXHIBIT C" CONVENTION AREA

Project number	Project Number	A101
Date	2/26/2018	
Drawn by	Julia Zhu	
Checked by	Checker	Scale 1/16" = 1'-0"

2018/4/19 17:55:49



Wheelchair Accessble

CLASSROOM DESIGN TO INCLUDE PANEL WALLS THAT OPEN TO CREATE SEATING FOR 200-300

1 Floor Plan
1/16" = 1'-0"

Brenau University
www.autodesk.com/revit

Brenau University
Brenau Downtown Center

No.	Description	Date

Floor Plan EXIBIT D

Project number	Project Number	A102
Date	2/26/2018	
Drawn by	Julia Zhu	
Checked by	Checker	Scale 1/16" = 1'-0"

2018/4/19 17:55:35

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/20/2018

Presenter: Bryan Lackey

Item of Business: PR-2018-27 GEMA GSAR FY2018 Homeland Security Truck Grant

Meeting Date: 12/4/2018

Purpose of Request:

The purpose of this request is to ask the Council to approve the acceptance of the $23,000.00 grant funds from GEMA for the GSAR truck maintainence program.

History/Background:

With the Gainesville Fire Department being the host department for the GSAR TF1 team, GEMHSA has awarded $23,000.00 to purchase equipment for the truck through the Homeland Security Grant Program/State Homeland Security Grant which will be used for the maintenance of the GSAR TF1 program.

Facts & Issues for Consideration:

The Gainesville Fire Department is the host department for GSAR TF1 of the Northeast Region of the state. GEMHSA has strategically located these teams throughout the state to respond to communities after disasters and other types of emergencies that require additional resources for search and rescue.

Department Recommendation:

The Gainesville Fire Department recommends accepting the funds from GEMHSA to maintain the GSAR TF1 program.

Department Director:

Jerome Yarbrough

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

Amount Requested:

N/A

Source of Funds:

N/A

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
PR-2018-27 GSAR Grant Acceptance for GEMA FY18 Truck Grant	Resolution
GSAR FY18 Truck Grant	Contract/Agreement/MOU

RESOLUTION PR-2018-27

Georgia Emergency Management Agency
Georgia Search and Rescue
FY2018 Homeland Security Truck Grant Award

WHEREAS, the Georgia Emergency Management Agency hereinafter referred to as "GEMA" has established a Georgia Search and Rescue Program hereinafter referred to as "GSAR"; and

WHEREAS, GSAR teams are strategically located throughout the state for the purpose of responding to communities or areas upon request during times of disasters and/or other types of emergencies that may require additional resources for search and rescue strategy and tactics; and

WHEREAS, the Gainesville Fire Department is the host department for GSAR Task Force 1 of the Northeast Region of the state; and

WHEREAS, GEMA has awarded the City of Gainesville Fire Department $23,000 for equipment through the Homeland Security Grant Program/State Homeland Security Grant from the Department of Homeland Security (DHS) which will be used for the maintenance of the GSAR Task Force 1 program; and

WHEREAS, the Gainesville Fire Department requests the permission to accept this grant equipment in accordance with the sub grant funded from the federal FY18 Homeland Security Grant Program as listed in the attached documents titled Grant Award Letters for FY18; and

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Gainesville Fire Department to accept the grant funding of $23,000.

BE IT FURTHER RESOLVED THAT the Gainesville Mayor and/or City Manager are authorized to enter into any and all contracts with the above mentioned funding for the GSAR program.

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

GEORGIA EMERGENCY MANAGEMENT AGENCY
HOMELAND SECURITY

NATHAN DEAL
GOVERNOR

HOMER BRYSON
DIRECTOR

RECEIVED
NOV 05 2018
CITY MANAGER'S OFFICE

October 29, 2018

RE: GAN #EMW-2018-SS-00067-S01
SHO18-009
Gainesville Fire Department

Honorable Danny Dunagan
Mayor
City of Gainesville
Post Office Box 2496
Gainesville, Georgia 30503

Dear Mayor Dunagan:

It's my pleasure to award your agency with a Fiscal Year (FY) 2018 Homeland Security subgrant from the Department of Homeland Security (DHS). Enclosed is the Recipient-Subrecipient Agreement for funding awarded to your agency by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is $23,000.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). Also, the funds can only be applied to equipment found on the Authorized Equipment List (AEL), and as approved by your GEMA/Homeland Security Program Manager. **Please note that program activities and equipment purchases cannot begin until both parties have signed this agreement. This grant award expires November 30, 2019. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.** Please adhere to all requirements included in the agreement.

Attached to the Recipient-Subrecipient Agreement are Exhibits A through M. Please review all materials, and then return signed originals of the Recipient-Subrecipient Agreement along with **completed and signed** originals of Exhibits A - F to our office, Attention: Preparedness Grants and Programs, Post Office Box 18055, Atlanta, Georgia 30316 **by close of business December 14, 2018**. In addition, please retain a copy of the signed agreement for your records because no other copy will be returned.

Please mail all requests for reimbursement to our office, Attention: Preparedness Grants and Programs, Post Office Box 18055, Atlanta, Georgia 30316. Documentation should include copies of invoices, cancelled checks or other types of justification and a signed Payment Request Form.

Quarterly progress reports are due at the end of each calendar quarter. The initial progress report will cover the period beginning October 1, 2018 and ending December 31, 2018; it should be submitted no later than January 30, 2019.

If you require further information as to the grantee package, please contact Shauna Hall, Grants Specialist, at 404-635-7014. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Ceporia McMillian
Manager of Preparedness
Grants and Programs

CM/SH
Enclosures
cc: Chief Jerome Yarbrough
Gainesville Fire Department

FISCAL YEAR 2018
HOMELAND SECURITY GRANT PROGRAM

AGREEMENT BETWEEN
THE STATE OF GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

AND

GAINESVILLE FIRE DEPARTMENT

GRANT NO: SHO18-009

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2018 Homeland Security Grant Program to the Georgia Emergency Management Agency and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), *as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of $23,000.00 to **Gainesville Fire Department** as Subrecipient, in accordance with the Fiscal Year 2018 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **Homer Bryson, Authorized Recipient Official**. The State has designated **Ronnie Register** as the **Program Manager** of this program. The Subrecipient's Authorized Official has authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Worksheet (Exhibit L). Any modification to the Budget Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that modification.

After all approved items on the approved Budget Worksheet have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient, and deobligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2018, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later, and shall continue through November 30, 2019. No modifications to the Budget Worksheet can be made after the termination date, November 30, 2019, or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is **effective**. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in writing at least 30 days prior to the end date of this Agreement.

Caveat: DHS/FEMA has reserved the right to change the FY18 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY18 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

Exhibit A	Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit B	National Incident Management System (NIMS) Compliance Form **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit C	Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit D	Federal Financial Funding Accountability and Transparency Act (FFATA) form **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit E	Program Information Form **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit F	GEMA/HS Risk Assessment Survey **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit G	Payment Request Form (KEEP FOR REFERENCE)
Exhibit H	Quarterly Financial Status Report (FSR) Reporting Form (KEEP FOR REFERENCE)
Exhibit I	Tangible Property Report (KEEP FOR REFERENCE)
Exhibit J	Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of Subrecipient (KEEP FOR REFERENCE)

Exhibit K U.S. Department of Homeland Security, HSGP, Grant Agreement Number EMW-2018-SS-00067-S01, Agreement Articles (KEEP FOR REFERENCE)

Exhibit L Approved Budget Worksheet(s) (KEEP FOR REFERENCE)

Exhibit M DHS/FEMA Fiscal Year 2018 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:

https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY_2018_HSGP_NOFO_20180601v2014_605.pdf

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

A. **Purchasing:** Subrecipient must follow federal, state and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined in the Budget Worksheet (Exhibit L) and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at:

https://www.fema.gov/media-library/assets/documents/101566

B. **Payment Request Forms:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request Form (Exhibit G). Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.

C. **State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form (Exhibit J) and provide any other documentation or information requested by GEMA/HS. If the Acknowledgement Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Financial Status Reports (FSR) (Exhibit H) on a timely basis according to the guidelines in the section below.

D. **Quarterly Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter. A copy of the FSR report form is attached as Exhibit H to this agreement.

The following reporting periods and due dates apply:

- First Quarter October 1 – December 31 Due January 31
- Second Quarter January 1- March 31 Due April 30

- Third Quarter April 1 – June 30 Due July 31
- Fourth Quarter July 1 – September 30 Due October 31

FAILURE TO HAVE A CURRENT FSR ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE FSR IS RECEIVED.

E. **Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required

F. **Grant Closeout Report:** The Subrecipient shall submit a final program report detailing all accomplishments throughout the project with the final FSR. After both of these reports have been reviewed and approved by GEMA/HS, a Closeout Report will be generated indicating the project has closed and listing any remaining funds to be deobligated.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at http://www.ecfr.gov/.

A. **Administrative Requirements**

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. **Cost Principles**

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

C. **Organizational Audit Requirements:** The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend $750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at http://www.gao.gov/govaud/ybk01.htm, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

D. **Selected Items of Cost**: The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist, and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.

E. **Data Universal Numbering System (DUNS) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the DUNS number for the prospective Subrecipient.

F. **Accounting System:** The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations

G. **Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2018 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.

H. **Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, completing and returning the Acknowledgment Form to GEMA/HS in the time required,

purchasing of equipment in the time required, submitting request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.

I. National Initiatives:

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2018 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit M), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

   https://www.fema.gov/resource-management-mutual-aid

   http://www.fema.gov/nims-doctrine-supporting-guides-tools

2. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.

3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.

4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at http://www.fema.gov/national-exercise-program

   a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.

   b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at https://www.fema.gov/exercise and must be preapproved by the GEMA/HS Exercise Program Manager.

   c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY18 HSGP DHS/FEMA NOFO (Exhibit M, page 40).

   d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at http://www.fema.gov/national-incident-management-system.

5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of $25,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:

1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.

3. Additional information regarding the FFATA requirements can be found at http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf, www.USAspending.gov, and www.fsrs.gov

SPECIAL CONDITIONS:

A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2018 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.

B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2018 HSGP DHS/FEMA NOFO (Exhibit M), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.

C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2018 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.

D. The Subrecipient agrees to comply with the FY 2018 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit K. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall

sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.

E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to contact the Gainesville Fire Department by telephone immediately whenever responding outside of its jurisdiction.

F. The Subrecipient will maintain an inventory of all grant funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMA/HS must be given a written disposition plan for any equipment that has a value of $5,000 or more at the end of its useful life.

G. Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.

H. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.

I. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.

J. Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.

K. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.

L. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.

M. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or

policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.

N. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.

O. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

P. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgement of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.

2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.

3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS

regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY18 NOFO (Exhibit M) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available on the internet at http://www.fema.gov/grant-programs-directorate-information-bulletins

R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at https://www.firstrespondertraining.gov/admin/main.jsp

S. The Subrecipient agrees that funds from the FY 2018 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit M), pages 39-40 and with FEMA's Information Bulletins 281 and 288. Specifically without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:

1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf

2. To use such funds to support achievement of baseline levels of capability as defined in the fusion capability planning tool.

3. The Subrecipient shall provide GEMA/HS with certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.

4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States,* as required under the DHS/FEMA FY18 NOFO (Exhibit M) and Information Bulletin 288.

5. All Subrecipients leveraging FY 2018 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN) and comply with 28 CFR 23.

T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:

1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency who cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.

2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.

U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.

V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S. DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY18 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

TERMINATION: This agreement may be terminated for any or all of the following reasons:

A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege and option to immediately terminate this Agreement. Failure to exercise the right

of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.

C. Convenience: This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.

D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and **GAINESVILLE FIRE DEPARTMENT** have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Signature

Harlan Proveaux, Deputy Director

Printed Name and Title of Signatory

10 / 25 / 2018

Date of Signature

SUBRECIPIENT

Mayor

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

____ / ____ / ____

Date of Signature

Agency FEID (XX-XXXXXXX)

Agency DUNS Number (XXXXXXXXX)

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Mayor

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Mayor

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

NIMS Compliance Form

This NIMS Compliance Form MUST be completed by each agency requesting or benefitting from funding.

Subgrantees are required to meet certain National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to http://www.training.fema.gov/nims. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subgrantee agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management Agency/Homeland Security this NIMS Compliance Form, Exhibit "B" to this agreement.

Please check the box next to each action that the Subgrantee has completed. For those actions not completed in the "Required" section, please provide a one-page summary of the plan to complete these actions.
Additional NIMS guidance can be found at http://www.fema.gov/national-incident-management-system.

REQUIRED:

- ☑ **IS-700 (NIMS) An Introduction**
- ☑ **ICS-100: Introduction to the Incident Command System**

RECOMMENDED:

- ☑ Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- ☑ Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- ☑ Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- ☑ Preparedness/Planning: Establish the community's NIMS baseline against the FY2008 and FY2009 implementation requirements.
- ☑ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- ☑ Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.

RECOMMENDED continued:

- ☑ Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
  - ☑ **IS-800** National Response Framework, An Introduction
  - ☑ **ICS-200** ICS for Single Resources and Intial Action Incidents
  - ☑ **ICS-300** Intermediate ICS for Expanding Incidents
  - ☑ **ICS-400** Advanced ICS for Command and General Staff
  - ☑ **IS-701** NIMS Mutliagency Coordination Systems (MACS)
  - ☑ **IS-702** NIMS Public Information Systems
  - ☑ **IS-703** NIMS Resource Management
- ☑ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- ☑ Participate in an all-hazard exercise program based on NIMS that involves responders from
- ☑ Incorporate corrective actions into preparedness
- ☑ Inventory community response assets to conform
- ☑ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and
- ☑ Apply standardized and consistent terminology, including the establishment of plain English communications standards

Cocoanesville Fire Department
Agency

Authorized Signature | 11/12/18
Date

Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. **LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. **DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address. city, county, state, zip code)

_____

_____

_____

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

Check [ ] if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
City of Gainesville	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	Mayor
SIGNATURE	DATE

ED 80-0013 12/98

Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, please complete Items 1 through 7 (and Items 8, 9 and 10 if applicable), sign and certify by an authorized agent, and return this form with the Sub-recipient agreement to GEMA/HS.

Subrecipient Award Number: _____

Federal Agency Name: _____

CFDA Program Number and Program Title: _____

Subaward Project Description: _____

Please complete and sign the following Sub-Recipient section to certify accuracy.

1 Subrecipient DUNS Number: 759269 23

2 Subrecipient Name: Gainesville Fire Department

3 Subrecipient Doing Business As (DBA) Name: Gainesville Fire Department

4 Subrecipient Address: 725 Pine Street Gainesville, Geo. 30501

5 If DBA, Subrecipient Parent DUNS Number: N/A

6 Subaward Principle Place of Project Performance: Gainesville Fire Department Headquarters

7 In the preceding fiscal year, did the sub-recipient receive 80% of its annual gross revenues from the Federal government? **Yes** ☐ **No** ☑

If Yes, continue to question 8. If No, STOP and certify. The questionnaire is complete.

8 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than $25 million? **Yes** ☐ **No** ☐

If Yes, continue to question 9. If No, STOP and certify. The questionnaire is complete.

9 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than $25 million? **Yes** ☐ **No** ☐

If No, continue to question 10. If Yes, STOP and certify. The questionnaire is complete.

Federal Funding Accountability and Transparency Act Certification

10 Please list the names and compensation of the sub-recipient's five most highly compensated officers.

Complete this step only if question 9 was answered No.

	Name	Compensation
1		$ -
2		$ -
3		$ -
4		$ -
5		$ -

Certification

I certify that to the best of my knowledge all of the information on this form is complete and accurate. Mayor

Authorized Signature

Date

This Section is for use by the Georgia Emergency Management Agency/Homeland Security

Subrecipient Obligation: _____

Subrecipient Agency Name: _____

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature

Date

Subrecipient Obligation: _____

Action Date: _____

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
PROGRAM INFORMATION FORM
For use with HSGP: SHSP,UASI; & NSGP

A.	Agency Name (Payee): Cocinesville Fire Department DUNS Number: 75926923 Federal ID (FEID/FEIN):
B.	**Agency Authorizing Official:** Responsible for entering into agreement (Highest Elected Official, Director). Name: Title: Mayor Mailing Address: nine-digit zip code: Street Address: nine-digit zip code: Telephone: Fax: E-Mail Address:
C.	**Program Contact:** Responsible for responding to inquiries regarding the funded program. Name: Keith Smith Title: Division Chief Mailing Address: 725 Pine Street Cocinesville, Ga nine-digit zip code: 30501-6726 Telephone: 770-534-3612 Fax: 770-538-2459 E-Mail Address: ksmith@gcoinesville.org
D.	**Financial contact:** Responsible for responding to inquiries regarding invoices and supporting documentation. Name: Keith Smith Title: Division Chief Mailing Address: 725 Pine Street Cocinesville, Ga nine-digit zip code: 30501-6726 Telephone: 770-534-3612 Fax: 770-538-2459 E-Mail Address: Ksmith@gcoinesville.org

GEMA/HS RISK ASSESSMENT SURVEY

Today's date (MM/DD/YYYY): 11 / 12 / 18

Agency Name:

Gainesville Fire Department

Tax Status:

- [ ] Appropriated Division of the Town
- [ ] 501(C)(3)
- [x] Other

Please specify

US Local Government

Your Jurisdiction Fiscal Year (e.g. July - June or Jan – Dec)

July - June

Legal name of the entity to which the FTIN was assigned

City of Gainesville

Physical address as listed on SAM.gov

Address: 300 Henry Ward Way

Address 2:

City/Town: Gainesville

State: Ga. Zip: 30501

Mailing address

Address:

Address 2:

City/Town:

State: Zip:

Financial Point of Contact:

Title: Financial Analyst

Name: Caitlin Lewis

Address: 300 Henry Ward Way SE Gainesville, Ga. 30501

E-Mail Address: caitlin.lewis@gainesville.org

Phone number: 678-989-3370

Survey completed by:

Title: Division Chief

Name: Keith Smith

Address: 725 Pine Street Gainesville, Ga. 30501

Email Address: k.smith@gainesville.org

Phone number: 770-534-3612

1. Has your organization been audited within the past twelve months?

- [ ] No, not within the past twelve months
- [x] Yes, by an outside audit firm
- [ ] Yes, by town/local auditors
- [ ] Yes, by a State of Georgia auditor
- [ ] Yes, by a federal auditor

2. What was the completion date of the most recent audit?

- [ ] Our organization has never been audited
- [x] Completion date (MM/DD/YYY) 6/30/2018 In progress, no findings

3. Did your organization have any findings?

- [ ] Our organization has never been audited
- [x] Our organization's audit produced no findings
- [ ] Our organization's audit findings have been resolved
- [ ] Our organization has an active corrective action plan for our audit findings
- [ ] Our organization has not yet addressed our audit findings

4. Is your organization required to have a single audit conducted in accordance with the Single Audit Act (sub recipient expends $750,000 or more in federal assistance during its fiscal year)? If "No" skip questions 4a through 4d and go to Question 5.

- [x] Yes
- [ ] No

4a. Has the A-133 single audit been submitted to primary pass through Party?

☐ Yes – provide date (MM/DD/YYYY) and to whom the audit was sent

☒ No currently in progress

4b. Did the organization have significant audit findings from your last single audit regarding program non-compliance?

☐ Yes

☒ No

4d. If the single audit has not yet been conducted, when will this be completed? (MM/DD/YYYY)

6/30/2018- in progress, no findings

5. What type of accounting system do you use?

☒ Automated

☐ Manual

6. Does your organization have written policies and procedures for checks and balances of all fiscal transactions?

☒ Yes

☐ No

7. Does your organization maintain for inspection all the books, documents, payroll papers, accounting records and grant files pertaining to sub grant agreements and contracts for a period of three years after the close of the sub-grant?

☒ Yes

☐ No

8. Has your organization obtained a DUNS number?

[X] Yes. Please provide DUNS number 075926923

[ ] No

9. Has the DUNS number been registered with the System for Award Management (SAM) at https://www.sam.gov/portal/public/SAM/?

[X] Yes – provide expiration date (MM/DD/YYYY) 06/11/2019

[ ] No – estimated date of completion (MM/DD/YYYY)

Georgia Emergency Management and Homeland Security Agency

For use with HSGP: State Homeland Security Program, Urban Area Security Intiative; Non-Profit Security Grant Program

Payment Request Form

Instructions: All requests for payments must be supported by documentation supporting actual expenditures. Itemize each expenditure below to the fullest detail possible. Attach documentation that supports this payment request, such as copies of bills of sale, invoices, receipts, and canceled checks evidencing payment. Do not send originals. Attach a continuation sheet if necessary.

*** Please refer to your Approved Budget Worksheet for information needed in the following section ***

FINAL: ☐ YES ☐ NO

Agency Name: _____

Grant Number: _____

Payment Request Number: _____

Item Number From Budget Worksheet	Requested Item to be Reimbursed	Requested Quantity	Item Cost	Requested Cost	Documentation Type
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
	SUBTOTALS (Continuation Sheet + Front Sheet)		$ -	$ -	
	TOTAL			$ -	
	NET AMOUNT REQUESTED				

Under penalty of perjury, I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreements, comply with procurement regulations contained within the Financial Guide, and that payment is due and has not been previously requested. I understand that any part of this payment request that is not supported by cost documents and/or expended within the scope of the approved project will be deobligated and returned to the State of Georgia within 30 days of receiving the deobligation notice.

_____ _____

Signature of Subrecipient's Authorized Representative — Printed Name

_____

Contact Phone Number

Georgia Emergency Management and Homeland Security Agency

For use with HSGP: State Homeland Security Program, Urban Area Security Intiative; Non-Profit Security Grant Program

Payment Request Form

Continuation from Page 1

Item Number From Budget Worksheet	Requested Item to be Reimbursed	Requested Quantity	Item Cost	Requested Cost	Documentation Type
				$ -	
				$ -	
				$ -	
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				$ -	
	SUBTOTAL OF PAGE 2			$ -	

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

QUARTERLY FINANCIAL STATUS REPORT (FSR) *

FINAL REPORT: ☐ Yes ☐ No

FISCAL YEAR	REPORTING PERIOD	GAN NUMBER	GEMA/HS GRANT NUMBER

APPLICANT (Agency/ Department)	COUNTY	AREA

ADDRESS:	CONTACT NAME:	CONTACT PHONE / ALTERNATE NO.

ITEM NO	ITEM DESCRIPTION	QUANTITY	COST EACH	TOTAL COST	AMOUNT OBLIGATED (A) (ORDERED-UNPAID)	AMOUNT EXPENDED (B)
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
			Total -- Includes Amounts from Page 2	$ -	$ -	$ -

****CERTIFICATION: Signature Required****

Under penalty of perjury, I certify that all expenses, listed on this report are in accordance with the Office of Management and Budgets "Uniform Guidance" (http://www.grants.gov/web/grants/learn-grants/grant-policies/omb-uniform-guidance-2014.html), Title 44 of the Code of Federal Regulations, Chapter 1 Part13 (http://www.gpoaccess.gov/cfr/index.html), and Homeland Security Grant Program guidance documents.

SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE

* OBLIGATIONS AND EXPENDITURES MUST BE REPORTED TO GEMA/HS ON A QUARTERLY BASIS THROUGH THE USE OF THE FSR.

PLEASE UPDATE INFORMATION IN SECTIONS (A) AND (B) ABOVE. NOTE: FUNDS ARE OBLIGATED (A) AT THE TIME THAT THE ORDER IS PLACED. FUNDS ARE EXPENDED (B) WHEN THE INVOICES ARE PAID.

Continuation from Page 1

ITEM NO	ITEM DESCRIPTION	QUANTITY	COST EACH	TOTAL COST	AMOUNT OBLIGATED (A)	AMOUNT EXPENDED(B)
				$ -		
				$ -		
				$ -		
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				$ -		
			Subtotal (Reports to Page 1)	$ -	$ -	$ -

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
TANGIBLE PROPERTY REPORT

Report All Equipment Expenses Greater Than $5,000

MUST BE SUBMITTED WITH FINAL REIMBURSEMENT REQUEST

Jurisdiction	Property Description	Acquisition Date	Unit Cost	Serial Number

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of (OBO) Subrecipient

Remit to: Georgia Emergency Management & Homeland Security Agency
Preparedness & Homeland Security Grants
Post Office Box 18055
Atlanta, Georgia 30316-0055

Customer/Agency Name: _____

GAN Number: _____

GEMA/HS Grant Number: _____

Date Invoice Created	Invoice Number	Order #	Vendor Description	Part #	Quantity	UOM	Part Description	Item #	Item Received

The subgrantee MUST properly receive and maintain documentation (i.e. packing slips, purchase orders) for all equipment, supplies, services, etc for all items listed on the Approved Budget Worksheet. Receipts or invoices with order and delivery dates are required for all equipment items. For all items received directly from the vendor and purchased by the state on behalf of your local jurisdiction, this Acknowledgement Form must be completed and submitted to GEMA/HS immediately upon receipt. If this form is not submitted to GEMA/HS, funds associated with the purchased equipment will be deobligated from your grant and reimbursed to the state.

_____ SIGNATURE CONFIRMATION

_____ DATE

Customer/Agency Name: 0

GAN Number: 0

GEMA/HS Grant Number: 0

Date Invoice Created	Invoice Number Cust Base	Order #	Vendor Description	Part #	Quantity	UOM	Part Description	Item #	Item Received

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2018-SS-00067-S01	***	580973200	AWARD	WX03515N2018T, WX03516N2018T, WX03930N2018T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Georgia Emergency Management Agency 935 E Confederate Ave Atlanta, GA, 30316 - 2590	FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	FEMA Finance Center 430 Market Street Winchester, VA 22603

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Yvonne Holmes	4046357043	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
			From:	**To:**
09/01/2018	PARS	Cost Reimbursement	09/01/2018	08/31/2021
			Budget Period	
			09/01/2018	08/31/2021

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2018-FA-GG01-P410--4101-D	$0.00	$6,508,000.00	$6,508,000.00	See Totals
Homeland Security Grant Program	97.067	2018-FA-GH01-P410--4101-D	$0.00	$6,000,000.00	$6,000,000.00	See Totals
Homeland Security Grant Program	97.067	2018-FA-GG02-P410--4101-D	$0.00	$0.00	$0.00	See Totals
TOTALS			**$0.00**	**$12,508,000.0**	**$12,508,000.0**	**$0.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) DATE

18. FEMA SIGNATORY OFFICIAL (Name and Title) DATE

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

(SHADED AREAS ARE FOR GEMA/HS USE ONLY)

2018 DETAILED BUDGET REQUEST

For use with HSGP: State Homeland Security Program, Urban Area Security Intiative; Non-Profit Security Grant Program

Law Enforcement Terrorism Prevention Award?	☐ Yes ☑ No			**State on Behalf of Locals:**	☑ Yes ☐ No		
GAN#:	EMW-2018-SS-00067-S01	**Grant Number:**	SHO18-009	**Revision#:**		**Area:**	
DATE:	3/23/2018	**SUBRECIPIENT NAME:**	Gainesville Fire Department	**FEID:**	58-6000581	**COUNTY:**	Hall
CONTRACT CONTACT:		**NAME/TITLE**	Danny Dunagan/Mayor	**ADDRESS:**	PO Box 2496 Gainesville, Ga. 30503		
		PHONE:	770-535-6865	**EMAIL:**	ddunagan@gainesville.org		
PROGRAM CONTACT:		**NAME/TITLE**	Keith Smith/Division Chief	**ADDRESS:**	725 Pine Street Gainesville, Ga. 30501		
		PHONE:	770-534-3612	**EMAIL:**	ksmith@gainesville.org		

Specify the Investment Justification associated with the project to be funded. Choose one from the drop-down list below:

Investment Justification: 5. Sustain, Maintain, and Enhance Public Safety Response Teams Equipment

Specify Discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other. Choose one from the drop-down list below:

Discipline: Other (Explain in the box to the right) | GSAR

COST ESTIMATE

ITEM	CATEGORY	ITEM	AEL #	QUANTITY	UNIT PRICE	TOTAL COST
001	PPE	PMI Rope Tech Gloves	01UR-01-GLOV	70	$ 50.00	$ 3,500.00
002	PPE	ESS Eye Pro Rollbar	01UR-01-EYEP	70	$ 140.00	$ 9,800.00
003	SAR	PMI Advance HX Haul System	030E-05-ROPH	15	$ 450.00	$ 6,750.00
004	O	Kobalt 347 pc Mechanics tool set w/ hard case	03SR-02-TLHN	2	$ 475.00	$ 950.00
005	O	Heavy Rigging Equipment	030E-05-ROPH	1	$ 2,000.00	$ 2,000.00
006	VEH					$ -
007	O					$ -
008						$ -
009						$ -
010						$ -
011						$ -
012						$ -
013						$ -
014						$ -
015						$ -
016						$ -
017						$ -
018						$ -
019						$ -
020						$ -
		GEMA/HS Program Manager: Ronnie Register	**Program:** GSAR		**TOTAL**	$ 23,000.00
		Prepared By: Keith Smith	**Title:** Division Chief			

Category - The above chart must indicate a category with each line. Choose one from the drop-down list.

1. Personal Protective Equipment (PPE)
2. EOD
3. CBRNE Operational & Search & Rescue (SAR)
4. Information Technology (IT)
5. Cyber Security (CS)
6. Interoperable Communications (IOC)
7. Detection (DET)
8. Decontamination (DECON)
9. Medical (MED)
10. Power (POW)
11. CBRNE Reference Materials (REF)
12. CBRNE Response Vehicles (VEH)
13. Terrorism Prevention (TP)
14. Physical Security (PS)
15. Inspection and Screening (IS)
16. Animal and Plants (A&P)
17. Watercraft (WC)
18. Aviation (AIR)
19. CBRNE Logistical Support (LS)
20. Intervention (INT)
21. Other Authorized (O)
22. Training (TRG)
23. Exercise (EX)
24. Planning (PLG)
25. Citizen Corps (CCP)

MEMORANDUM OF UNDERSTANDING BETWEEN
THE STATE OF GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

AND

GAINESVILLE FIRE DEPARTMENT

REGARDING STATE USE OF
HOMELAND SECURITY GRANT PROGRAM
STATE HOMELAND SECURITY PROGRAM
FUNDING ON BEHALF OF

GAINESVILLE FIRE DEPARTMENT
GRANT NO: SHO18-009

PARTIES: The parties to this Agreement are the STATE OF GEORGIA, GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY (GEMA/HS) and **GAINESVILLE FIRE DEPARTMENT**, as Subrecipient, a local unit of government located within the State of Georgia.

AUTHORITY: This Agreement is authorized under the provisions of Georgia Constitution Article IX, Section III, Paragraph I.

PURPOSE: The purpose of this Agreement is to set forth terms by which the State of Georgia shall expend Homeland Security Grant Program funding on behalf of local governments located within the State of Georgia. On August 1, 2016, the United States Department of Homeland Security issued Grant Award Number **EMW-2018-SS-00067-S01** to the State of Georgia. Under this grant, the State of Georgia must allocate grant funding to local units of government. Also under this grant, the State of Georgia may retain grant funding allocated to local units of government for expenditures made by the State on behalf of local units of government with written consent specifying the amount of funds to be retained by the state and the intended use of the funds.

RESPONSIBILITIES: The Subrecipient has requested that the State of Georgia, GEMA/HS, retain and expend local share Homeland Security Grant Program funding on its behalf for the local, regional, and statewide projects listed in Paragraph V, Projected Costs, in support of the state strategic plan.

GEMA/HS, the State Administrative Agency (SAA), on behalf of the STATE OF GEORGIA, has agreed to allocate, retain and expend local share Homeland Security Grant Program funding, either directly or through other agencies, contractors or subcontractors, for this project on behalf of the Subrecipient, for local, regional, and statewide projects as specified in Paragraph V, Projected Costs of this agreement.

PROJECTED COSTS: The following is the preliminary and approximate overall cost breakdown of the projects and costs for which the Subrecipient has requested that the STATE OF GEORGIA retain local funding and use on its behalf.

PROJECT	*DESCRIPTION*	*TOTAL LOCAL FUNDING*
GSAR	Equipment and/or supplies for GSAR	$23,000.00

OTHER PROVISIONS: Nothing in this Agreement is intended to conflict with current laws or regulations of the State of Georgia or relevant local units of government. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

EFFECTIVE DATE: The terms of this agreement will become effective on October 1, 2018, or on the date when this Agreement has been signed by all parties and returned to GEMA/HS, whichever is later.

MODIFICATION: This agreement may be modified upon the mutual written consent of all parties.

TERMINATION: The terms of this agreement, as modified with the consent of all parties, will remain in effect until the completion of the project identified in Paragraph V, the expenditure of funding, and the transfer of title for any equipment to the local unit of government, unless earlier terminated by either party. Either party may terminate this Agreement upon sixty (60) days' written notice to the other party.

SIGNATURES: By signing this agreement, the signatories represent that they are authorized to sign this agreement on behalf of their jurisdiction and to bind the jurisdiction to all terms of this agreement.

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Signature

Printed Name and Title of Signatory

10 / 29 / 2018

Date of Signature

SUBRECIPIENT

May

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

____ / ____ / ____

Date of Signature

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/20/2018

Presenter: Bryan Lackey

Item of Business: PR-2018-28 GEMA GSAR FY2018 Homeland Security K-9 Grant

Meeting Date: 12/4/2018

Purpose of Request:

The purpose of this request is to ask the Council to approve the acceptance of the $3,500 from GEMA for the GSAR K-9 program.

History/Background:

With the Gainesville Fire Department being the host department for the GSAR TF1 team, GEMHSA has awarded $3,500 for the K-9 program through the Homeland Security Grant Program/State Homeland Security Grant which will be used for the maintenance of the GSAR TF1 K-9 program.

Facts & Issues for Consideration:

The Gainesville Fire Department is the host department for GSAR TF1 of the Northeast Region of the state. GEMHSA has strategically located these teams throughout the state to respond to communities after disasters and other types of emergencies that require additional resources for search and rescue.

Department Recommendation:

The Gainesville Fire Department recommends accepting the funds from GEMHSA to maintain the GSAR TF1 program.

Department Director:

Jerome Yarbrough

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

Amount Requested:

N/A

Source of Funds:

N/A

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
PR-2018-28 GSAR Grant Acceptance for GEMA FY18 K-9 Grant	Resolution
GSAR FY18 K-9 Grant	Contract/Agreement/MOU

RESOLUTION PR-2018-28

Georgia Emergency Management Agency
Georgia Search and Rescue
FY2018 Homeland Security K-9 Grant Award

WHEREAS, the Georgia Emergency Management Agency hereinafter referred to as "GEMA" has established a Georgia Search and Rescue Program hereinafter referred to as "GSAR"; and

WHEREAS, GSAR teams are strategically located throughout the state for the purpose of responding to communities or areas upon request during times of disasters and/or other types of emergencies that may require additional resources for search and rescue strategy and tactics; and

WHEREAS, the Gainesville Fire Department is the host department for GSAR Task Force 1 of the Northeast Region of the state; and

WHEREAS, GEMA has awarded the City of Gainesville Fire Department $3,500 for K-9 equipment through the Homeland Security Grant Program/State Homeland Security Grant from the Department of Homeland Security (DHS) which will be used for the maintenance of the GSAR Task Force 1 program; and

WHEREAS, the Gainesville Fire Department requests the permission to accept this grant equipment in accordance with the sub grant funded from the federal FY18 Homeland Security Grant Program as listed in the attached documents titled Grant Award Letters for FY2018.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Gainesville Fire Department to accept the grant funding of $3,500.

BE IT FURTHER RESOLVED THAT the Gainesville Mayor and/or City Manager are authorized to enter into any and all contracts with the above mentioned funding for the GSAR program.

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

GEORGIA EMERGENCY MANAGEMENT AGENCY
HOMELAND SECURITY

NATHAN DEAL
GOVERNOR

HOMER BRYSON
DIRECTOR

RECEIVED
NOV 05 2018
CITY MANAGER'S OFFICE

October 29, 2018

RE: GAN #EMW-2018-SS-00067-S01
SHO18-017
Gainesville Fire Department

Honorable Danny Dunagan
Mayor
City of Gainesville
Post Office Box 2496
Gainesville, Georgia 30503

Dear Mayor Dunagan:

It's my pleasure to award your agency with a Fiscal Year (FY) 2018 Homeland Security subgrant from the Department of Homeland Security (DHS). Enclosed is the Recipient-Subrecipient Agreement for funding awarded to your agency by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is $3,500.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). Also, the funds can only be applied to equipment found on the Authorized Equipment List (AEL), and as approved by your GEMA/Homeland Security Program Manager. **Please note that program activities and equipment purchases cannot begin until both parties have signed this agreement. This grant award expires November 30, 2019. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.** Please adhere to all requirements included in the agreement.

Attached to the Recipient-Subrecipient Agreement are Exhibits A through M. Please review all materials, and then return signed originals of the Recipient-Subrecipient Agreement along with **completed and signed** originals of Exhibits A - F to our office, Attention: Preparedness Grants and Programs, Post Office Box 18055, Atlanta, Georgia 30316 **by close of business December 14, 2018**. In addition, please retain a copy of the signed agreement for your records because no other copy will be returned.

Please mail all requests for reimbursement to our office, Attention: Preparedness Grants and Programs, Post Office Box 18055, Atlanta, Georgia 30316. Documentation should include copies of invoices, cancelled checks or other types of justification and a signed Payment Request Form.

Quarterly progress reports are due at the end of each calendar quarter. The initial progress report will cover the period beginning October 1, 2018 and ending December 31, 2018; it should be submitted no later than January 30, 2019.

If you require further information as to the grantee package, please contact Shauna Hall, Grants Specialist, at 404-635-7014. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

Ceporia McMillian
Manager of Preparedness
Grants and Programs

CM/SH
Enclosures
cc: Chief Jerome Yarbrough
Gainesville Fire Department

FISCAL YEAR 2018
HOMELAND SECURITY GRANT PROGRAM

AGREEMENT BETWEEN
THE STATE OF GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

AND

GAINESVILLE FIRE DEPARTMENT

GRANT NO: SHO18-017

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2018 Homeland Security Grant Program to the Georgia Emergency Management Agency and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), *as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of $3,500.00 to **Gainesville Fire Department** as Subrecipient, in accordance with the Fiscal Year 2018 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **Homer Bryson, Authorized Recipient Official**. The State has designated **Ronnie Register** as the **Program Manager** of this program. The Subrecipient's Authorized Official has authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Worksheet (Exhibit L). Any modification to the Budget Worksheet must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that modification.

After all approved items on the approved Budget Worksheet have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient, and deobligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2018, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later, and shall continue through November 30, 2019. No modifications to the Budget Worksheet can be made after the termination date, November 30, 2019, or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is **effective**. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in writing at least 30 days prior to the end date of this Agreement.

Caveat: DHS/FEMA has reserved the right to change the FY18 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY18 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

Exhibit A	Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit B	National Incident Management System (NIMS) Compliance Form **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit C	Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit D	Federal Financial Funding Accountability and Transparency Act (FFATA) form **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit E	Program Information Form **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit F	GEMA/HS Risk Assessment Survey **(COMPLETE, SIGN AND RETURN WITH AGREEMENT)**
Exhibit G	Payment Request Form (KEEP FOR REFERENCE)
Exhibit H	Quarterly Financial Status Report (FSR) Reporting Form (KEEP FOR REFERENCE)
Exhibit I	Tangible Property Report (KEEP FOR REFERENCE)
Exhibit J	Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of Subrecipient (KEEP FOR REFERENCE)

Exhibit K U.S. Department of Homeland Security, HSGP, Grant Agreement Number EMW-2018-SS-00067-S01, Agreement Articles (KEEP FOR REFERENCE)

Exhibit L Approved Budget Worksheet(s) (KEEP FOR REFERENCE)

Exhibit M DHS/FEMA Fiscal Year 2018 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:

https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY_2018_HSGP_NOFO_20180601v2014_605.pdf

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

A. **Purchasing:** Subrecipient must follow federal, state and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined in the Budget Worksheet (Exhibit L) and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at:

https://www.fema.gov/media-library/assets/documents/101566

B. **Payment Request Forms:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request Form (Exhibit G). Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.

C. **State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form (Exhibit J) and provide any other documentation or information requested by GEMA/HS. If the Acknowledgement Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Financial Status Reports (FSR) (Exhibit H) on a timely basis according to the guidelines in the section below.

D. **Quarterly Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter. A copy of the FSR report form is attached as Exhibit H to this agreement.

The following reporting periods and due dates apply:

• First Quarter	October 1 – December 31	Due January 31
• Second Quarter	January 1- March 31	Due April 30

• Third Quarter	April 1 – June 30	Due July 31
• Fourth Quarter	July 1 – September 30	Due October 31

FAILURE TO HAVE A CURRENT FSR ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE FSR IS RECEIVED.

E. **Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required

F. **Grant Closeout Report:** The Subrecipient shall submit a final program report detailing all accomplishments throughout the project with the final FSR. After both of these reports have been reviewed and approved by GEMA/HS, a Closeout Report will be generated indicating the project has closed and listing any remaining funds to be deobligated.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at http://www.ecfr.gov/.

A. **Administrative Requirements**

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. **Cost Principles**

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

C. **Organizational Audit Requirements:** The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend $750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at http://www.gao.gov/govaud/ybk01.htm, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

D. **Selected Items of Cost**: The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist, and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.

E. **Data Universal Numbering System (DUNS) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the DUNS number for the prospective Subrecipient.

F. **Accounting System:** The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations

G. **Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2018 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.

H. **Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, completing and returning the Acknowledgment Form to GEMA/HS in the time required,

purchasing of equipment in the time required, submitting request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.

I. National Initiatives:

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2018 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit M), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

   https://www.fema.gov/resource-management-mutual-aid

   http://www.fema.gov/nims-doctrine-supporting-guides-tools

2. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.

3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.

4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at http://www.fema.gov/national-exercise-program

   a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.

   b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at https://www.fema.gov/exercise and must be preapproved by the GEMA/HS Exercise Program Manager.

   c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY18 HSGP DHS/FEMA NOFO (Exhibit M, page 40).

   d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at http://www.fema.gov/national-incident-management-system.

5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of $25,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:

1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.

3. Additional information regarding the FFATA requirements can be found at http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf, www.USAspending.gov, and www.fsrs.gov

SPECIAL CONDITIONS:

A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2018 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.

B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2018 HSGP DHS/FEMA NOFO (Exhibit M), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.

C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2018 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.

D. The Subrecipient agrees to comply with the FY 2018 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit K. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall

sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.

E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to contact the Gainesville Fire Department by telephone immediately whenever responding outside of its jurisdiction.

F. The Subrecipient will maintain an inventory of all grant funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMA/HS must be given a written disposition plan for any equipment that has a value of $5,000 or more at the end of its useful life.

G. Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.

H. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.

I. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.

J. Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.

K. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.

L. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.

M. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or

policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.

N. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.

O. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

P. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgement of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.

2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.

3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS

regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY18 NOFO (Exhibit M) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available on the internet at http://www.fema.gov/grant-programs-directorate-information-bulletins

R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at https://www.firstrespondertraining.gov/admin/main.jsp

S. The Subrecipient agrees that funds from the FY 2018 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit M), pages 39-40 and with FEMA's Information Bulletins 281 and 288. Specifically without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:

1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf

2. To use such funds to support achievement of baseline levels of capability as defined in the fusion capability planning tool.

3. The Subrecipient shall provide GEMA/HS with certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.

4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States,* as required under the DHS/FEMA FY18 NOFO (Exhibit M) and Information Bulletin 288.

5. All Subrecipients leveraging FY 2018 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN) and comply with 28 CFR 23.

T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:

1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency who cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.

2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.

U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.

V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S. DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY18 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

TERMINATION: This agreement may be terminated for any or all of the following reasons:

A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege and option to immediately terminate this Agreement. Failure to exercise the right

of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.

C. Convenience: This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.

D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and **GAINESVILLE FIRE DEPARTMENT** have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Signature

Harlan Proveaux, Deputy Director

Printed Name and Title of Signatory

10 / 25 / 2018

Date of Signature

SUBRECIPIENT

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

____ / ____ / ____

Date of Signature

Agency FEID (XX-XXXXXXX)

Agency DUNS Number (XXXXXXXXX)

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance award or subawards under the award.

May

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

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ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

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NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Mayor

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

NIMS Compliance Form

This NIMS Compliance Form MUST be completed by each agency requesting or benefitting from funding.

Subgrantees are required to meet certain National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to http://www.training.fema.gov/nims. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subgrantee agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management Agency/Homeland Security this NIMS Compliance Form, Exhibit "B" to this agreement.

Please check the box next to each action that the Subgrantee has completed. For those actions not completed in the "Required" section, please provide a one-page summary of the plan to complete these actions.
Additional NIMS guidance can be found at http://www.fema.gov/national-incident-management-system.

REQUIRED:

- ☑ **IS-700 (NIMS) An Introduction**
- ☑ **ICS-100: Introduction to the Incident Command System**

RECOMMENDED:

- ☑ Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- ☑ Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- ☑ Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- ☑ Preparedness/Planning: Establish the community's NIMS baseline against the FY2008 and FY2009 implementation requirements.
- ☑ Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- ☑ Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.

RECOMMENDED continued:

- ☑ Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
  - ☑ **IS-800** National Response Framework, An Introduction
  - ☑ **ICS-200** ICS for Single Resources and Intial Action Incidents
  - ☑ **ICS-300** Intermediate ICS for Expanding Incidents
  - ☑ **ICS-400** Advanced ICS for Command and General Staff
  - ☑ **IS-701** NIMS Mutliagency Coordination Systems (MACS)
  - ☑ **IS-702** NIMS Public Information Systems
  - ☑ **IS-703** NIMS Resource Management
- ☑ Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- ☑ Participate in an all-hazard exercise program based on NIMS that involves responders from
- ☑ Incorporate corrective actions into preparedness
- ☑ Inventory community response assets to conform
- ☑ To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and
- ☑ Apply standardized and consistent terminology, including the establishment of plain English communications standards

Cainesville Fire Department
Agency

Authorized Signature | 11/12/18
Date

Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. **LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. **DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address. city, county, state, zip code)

_____

_____

_____

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

Check [ ] if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT City of Gainesville	PR/AWARD NUMBER AND / OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	Mayor
SIGNATURE	DATE

Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, please complete Items 1 through 7 (and Items 8, 9 and 10 if applicable), sign and certify by an authorized agent, and return this form with the Sub-recipient agreement to GEMA/HS.

Subrecipient Award Number: _____

Federal Agency Name: _____

CFDA Program Number and Program Title: _____

Subaward Project Description: _____

Please complete and sign the following Sub-Recipient section to certify accuracy.

1 Subrecipient DUNS Number: 759269923

2 Subrecipient Name: Gainesville Fire Department

3 Subrecipient Doing Business As (DBA) Name: Gainesville Fire Department

4 Subrecipient Address: 727 Pine Street Gainesville, Ga. 30501

5 If DBA, Subrecipient Parent DUNS Number: N/A

6 Subaward Principle Place of Project Performance: Gainesville Fire Department Headquarters

7 In the preceding fiscal year, did the sub-recipient receive 80% of its annual gross revenues from the Federal government? **Yes** ☐ **No** ☑

If Yes, continue to question 8. If No, STOP and certify. The questionnaire is complete.

8 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than $25 million? **Yes** ☐ **No** ☐

If Yes, continue to question 9. If No, STOP and certify. The questionnaire is complete.

9 In the preceding fiscal year, were the sub-recipient's annual gross revenues from the Federal government greater than $25 million? **Yes** ☐ **No** ☐

If No, continue to question 10. If Yes, STOP and certify. The questionnaire is complete.

Federal Funding Accountability and Transparency Act Certification

10 Please list the names and compensation of the sub-recipient's five most highly compensated officers.

Complete this step only if question 9 was answered No.

	Name	Compensation
1		$ -
2		$ -
3		$ -
4		$ -
5		$ -

Certification

I certify that to the best of my knowledge all of the information on this form is complete and accurate. Mayor

Authorized Signature

Date

This Section is for use by the Georgia Emergency Management Agency/Homeland Security

Subrecipient Obligation: _____

Subrecipient Agency Name: _____

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature

Date

Subrecipient Obligation: _____

Action Date: _____

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
PROGRAM INFORMATION FORM
For use with HSGP: SHSP,UASI; & NSGP

A.	Agency Name (Payee): Gainesville Fire Department DUNS Number: 159269923 Federal ID (FEID/FEIN):
B.	**Agency Authorizing Official:** Responsible for entering into agreement (Highest Elected Official, Director). Name: Title: Mayor Mailing Address: nine-digit zip code: Street Address: nine-digit zip code: Telephone: Fax: E-Mail Address:
C.	**Program Contact:** Responsible for responding to inquiries regarding the funded program. Name: Keith Smith Title: Division Chief Mailing Address: 725 Pine Street Gainesville, Ga. 30501 nine-digit zip code: 30501-6726 Telephone: 770-534-3612 Fax: 770-538-2459 E-Mail Address: KSmith@gainesville.org
D.	**Financial contact:** Responsible for responding to inquiries regarding invoices and supporting documentation. Name: Keith Smith Title: Division Chief Mailing Address: 725 Pine Street Gainesville, Ga. 30501 nine-digit zip code: 30501-6726 Telephone: 770-534-3612 Fax: 770-538-2459 E-Mail Address: KSmith@gainesville.org

GEMA/HS RISK ASSESSMENT SURVEY

Today's date (MM/DD/YYYY): 11 / 12 / 18

Agency Name:

Gainesville Fire Department

Tax Status:

- [ ] Appropriated Division of the Town
- [ ] 501(C)(3)
- [x] Other

Please specify

US Local Government

Your Jurisdiction Fiscal Year (e.g. July - June or Jan – Dec)

July - June

Legal name of the entity to which the FTIN was assigned

City of Gainesville

Physical address as listed on SAM.gov

Address: 300 Henry Ward Way

Address 2:

City/Town: Gainesville

State: Ga

Zip: 30501

Mailing address

Address: 725 Pine Street

Address 2:

City/Town: Gainesville

State: Ga Zip: 30501

Financial Point of Contact:

Title: Financial Analyst

Name: Caitlin Lewis

Address: 300 Henry Ward Way SE Gainesville, Ga. 30501

E-Mail Address: caitlin.lewis@gainesville.org

Phone number: 678-989-3370

Survey completed by:

Title: Division Chief

Name: Keith Smith

Address: 725 Pine Street Gainesville, Ga. 30501

Email Address: ksmith@gainesville.org

Phone number: 770-534-3612

1. Has your organization been audited within the past twelve months?

- [ ] No, not within the past twelve months
- [x] Yes, by an outside audit firm
- [ ] Yes, by town/local auditors
- [ ] Yes, by a State of Georgia auditor
- [ ] Yes, by a federal auditor

2. What was the completion date of the most recent audit?

- [ ] Our organization has never been audited
- [x] Completion date (MM/DD/YYY) 6/30/2018, in progress - no findings

3. Did your organization have any findings?

- [ ] Our organization has never been audited
- [x] Our organization's audit produced no findings
- [ ] Our organization's audit findings have been resolved
- [ ] Our organization has an active corrective action plan for our audit findings
- [ ] Our organization has not yet addressed our audit findings

4. Is your organization required to have a single audit conducted in accordance with the Single Audit Act (sub recipient expends $750,000 or more in federal assistance during its fiscal year)? If "No" skip questions 4a through 4d and go to Question 5.

- [x] Yes
- [ ] No

4a. Has the A-133 single audit been submitted to primary pass through Party?

☐ Yes – provide date (MM/DD/YYYY) and to whom the audit was sent

☒ No → currently in progress

4b. Did the organization have significant audit findings from your last single audit regarding program non-compliance?

☐ Yes

☒ No

4d. If the single audit has not yet been conducted, when will this be completed? (MM/DD/YYYY)

6/30/2018- In progress, no findings

5. What type of accounting system do you use?

☒ Automated

☐ Manual

6. Does your organization have written policies and procedures for checks and balances of all fiscal transactions?

☒ Yes

☐ No

7. Does your organization maintain for inspection all the books, documents, payroll papers, accounting records and grant files pertaining to sub grant agreements and contracts for a period of three years after the close of the sub-grant?

☒ Yes

☐ No

8. Has your organization obtained a DUNS number?

- [x] Yes. Please provide DUNS number 075926923
- [ ] No

9. Has the DUNS number been registered with the System for Award Management (SAM) at https://www.sam.gov/portal/public/SAM/?

- [x] Yes – provide expiration date (MM/DD/YYYY) 06/11/2019
- [ ] No – estimated date of completion (MM/DD/YYYY)

Georgia Emergency Management and Homeland Security Agency

For use with HSGP: State Homeland Security Program, Urban Area Security Intiative; Non-Profit Security Grant Program

Payment Request Form

Instructions: All requests for payments must be supported by documentation supporting actual expenditures. Itemize each expenditure below to the fullest detail possible. Attach documentation that supports this payment request, such as copies of bills of sale, invoices, receipts, and canceled checks evidencing payment. Do not send originals. Attach a continuation sheet if necessary.

*** Please refer to your Approved Budget Worksheet for information needed in the following section ***

FINAL: ☐ YES ☐ NO

Agency Name: _____

Grant Number: _____

Payment Request Number: _____

Item Number From Budget Worksheet	Requested Item to be Reimbursed	Requested Quantity	Item Cost	Requested Cost	Documentation Type
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
	SUBTOTALS (Continuation Sheet + Front Sheet)		$ -	$ -	
	TOTAL			$ -	
	NET AMOUNT REQUESTED				

Under penalty of perjury, I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreements, comply with procurement regulations contained within the Financial Guide, and that payment is due and has not been previously requested. I understand that any part of this payment request that is not supported by cost documents and/or expended within the scope of the approved project will be deobligated and returned to the State of Georgia within 30 days of receiving the deobligation notice.

_____ _____

Signature of Subrecipient's Authorized Representative — Printed Name

_____

Contact Phone Number

Georgia Emergency Management and Homeland Security Agency

For use with HSGP: State Homeland Security Program, Urban Area Security Intiative; Non-Profit Security Grant Program

Payment Request Form

Continuation from Page 1

Item Number From Budget Worksheet	Requested Item to be Reimbursed	Requested Quantity	Item Cost	Requested Cost	Documentation Type
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
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				$ -	
				$ -	
	SUBTOTAL OF PAGE 2			$ -	

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

QUARTERLY FINANCIAL STATUS REPORT (FSR) *

FINAL REPORT: ☐ Yes ☐ No

FISCAL YEAR	REPORTING PERIOD	GAN NUMBER	GEMA/HS GRANT NUMBER

APPLICANT (Agency/ Department)	COUNTY	AREA

ADDRESS:	CONTACT NAME:	CONTACT PHONE / ALTERNATE NO.

ITEM NO	ITEM DESCRIPTION	QUANTITY	COST EACH	TOTAL COST	AMOUNT OBLIGATED (A) (ORDERED-UNPAID)	AMOUNT EXPENDED (B)
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
			Total -- Includes Amounts from Page 2	$ -	$ -	$ -

****CERTIFICATION: Signature Required****

Under penalty of perjury, I certify that all expenses, listed on this report are in accordance with the Office of Management and Budgets "Uniform Guidance" (http://www.grants.gov/web/grants/learn-grants/grant-policies/omb-uniform-guidance-2014.html), Title 44 of the Code of Federal Regulations, Chapter 1 Part13 (http://www.gpoaccess.gov/cfr/index.html), and Homeland Security Grant Program guidance documents.

SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE

* OBLIGATIONS AND EXPENDITURES MUST BE REPORTED TO GEMA/HS ON A QUARTERLY BASIS THROUGH THE USE OF THE FSR.

PLEASE UPDATE INFORMATION IN SECTIONS (A) AND (B) ABOVE. NOTE: FUNDS ARE OBLIGATED (A) AT THE TIME THAT THE ORDER IS PLACED. FUNDS ARE EXPENDED (B) WHEN THE INVOICES ARE PAID.

Continuation from Page 1

ITEM NO	ITEM DESCRIPTION	QUANTITY	COST EACH	TOTAL COST	AMOUNT OBLIGATED (A)	AMOUNT EXPENDED(B)
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
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				$ -		
			Subtotal (Reports to Page 1)	$ -	$ -	$ -

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

TANGIBLE PROPERTY REPORT

Report All Equipment Expenses Greater Than $5,000

MUST BE SUBMITTED WITH FINAL REIMBURSEMENT REQUEST

Jurisdiction	Property Description	Acquisition Date	Unit Cost	Serial Number

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Acknowledgment Form for Receipt of Goods or Services Paid for by the State on Behalf of (OBO) Subrecipient

Remit to: Georgia Emergency Management & Homeland Security Agency
Preparedness & Homeland Security Grants
Post Office Box 18055
Atlanta, Georgia 30316-0055

Customer/Agency Name: _____

GAN Number: _____

GEMA/HS Grant Number: _____

Date Invoice Created	Invoice Number	Order #	Vendor Description	Part #	Quantity	UOM	Part Description	Item #	Item Received

The subgrantee MUST properly receive and maintain documentation (i.e. packing slips, purchase orders) for all equipment, supplies, services, etc for all items listed on the Approved Budget Worksheet. Receipts or invoices with order and delivery dates are required for all equipment items. For all items received directly from the vendor and purchased by the state on behalf of your local jurisdiction, this Acknowledgement Form must be completed and submitted to GEMA/HS immediately upon receipt. If this form is not submitted to GEMA/HS, funds associated with the purchased equipment will be deobligated from your grant and reimbursed to the state.

_____ SIGNATURE CONFIRMATION

_____ DATE

Customer/Agency Name: 0

GAN Number: 0

GEMA/HS Grant Number: 0

Date Invoice Created	Invoice Number Cust Base	Order #	Vendor Description	Part #	Quantity	UOM	Part Description	Item #	Item Received

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2018-SS-00067-S01	***	580973200	AWARD	WX03515N2018T, WX03516N2018T, WX03930N2018T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Georgia Emergency Management Agency 935 E Confederate Ave Atlanta, GA, 30316 - 2590	FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	FEMA Finance Center 430 Market Street Winchester, VA 22603

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Yvonne Holmes	4046357043	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
			From:	**To:**
09/01/2018	PARS	Cost Reimbursement	09/01/2018	08/31/2021
			Budget Period	
			09/01/2018	08/31/2021

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2018-FA-GG01-P410--4101-D	$0.00	$6,508,000.00	$6,508,000.00	See Totals
Homeland Security Grant Program	97.067	2018-FA-GH01-P410--4101-D	$0.00	$6,000,000.00	$6,000,000.00	See Totals
Homeland Security Grant Program	97.067	2018-FA-GG02-P410--4101-D	$0.00	$0.00	$0.00	See Totals
TOTALS			**$0.00**	**$12,508,000.0**	**$12,508,000.0**	**$0.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) DATE

18. FEMA SIGNATORY OFFICIAL (Name and Title) DATE

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

(SHADED AREAS ARE FOR GEMA/HS USE ONLY)

2018 DETAILED BUDGET REQUEST

For use with HSGP: State Homeland Security Program, Urban Area Security Intiative; Non-Profit Security Grant Program

Law Enforcement Terrorism Prevention Award?	☐ Yes ☑ No			**State on Behalf of Locals:**	☐ Yes ☐ No		
GAN#:	EMW-2018-SS-00067-S01	**Grant Number:**	SHO18-017	**Revision#:**		**Area:**	
DATE:	3/23/2018	**SUBRECIPIENT NAME:**	Gainesville Fire Department	**FEID:**	58-6000581	**COUNTY:**	Hall
CONTRACT CONTACT:		**NAME/TITLE**	Danny Dunagan/Mayor	**ADDRESS:**	PO Box 2496 Gainesville, Ga. 30503		
		PHONE:	770-535-6865	**EMAIL:**	ddunagan@gainesville.org		
PROGRAM CONTACT:		**NAME/TITLE**	Keith Smith/Division Chief	**ADDRESS:**	725 Pine Street Gainesville, Ga. 30501		
		PHONE:	770-534-3612	**EMAIL:**	ksmith@gainesville.org		

Specify the Investment Justification associated with the project to be funded. Choose one from the drop-down list below:

Investment Justification: 5. Sustain, Maintain, and Enhance Public Safety Response Teams Equipment

Specify Discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other. Choose one from the drop-down list below:

Discipline: Other (Explain in the box to the right) | GSAR

COST ESTIMATE

ITEM	CATEGORY	ITEM	AEL #	QUANTITY	UNIT PRICE	TOTAL COST
001	PPE	Handler Shirts, Pants, Etc.	O1UT-01-GARM	1	$ 2,500.00	$ 2,500.00
002	TRG	TUGS AND TOYS	03SR-04-DOGS	1	$ 300.00	$ 300.00
003	A&P	LEASHES AND COLLARS	03SR-04-DOGS	1	$ 200.00	$ 200.00
004	PPE	CRATES, PADS, BEDDING	03SR-04-DOGS	1	$ 500.00	$ 500.00
005						$ -
006						$ -
007						$ -
008						$ -
009						$ -
010						$ -
011						$ -
012						$ -
013						$ -
014						$ -
015						$ -
016						$ -
017						$ -
018						$ -
019						$ -
020						$ -
		GEMA/HS Program Manager: Ronnie Register	**Program:** GSAR TF 1		**TOTAL**	$ 3,500.00
		Prepared By: Keith Smith	**Title:** Division Chief			

Category - The above chart must indicate a category with each line. Choose one from the drop-down list.

1. Personal Protective Equipment (PPE)
2. EOD
3. CBRNE Operational & Search & Rescue (SAR)
4. Information Technology (IT)
5. Cyber Security (CS)
6. Interoperable Communications (IOC)
7. Detection (DET)
8. Decontamination (DECON)
9. Medical (MED)
10. Power (POW)
11. CBRNE Reference Materials (REF)
12. CBRNE Response Vehicles (VEH)
13. Terrorism Prevention (TP)
14. Physical Security (PS)
15. Inspection and Screening (IS)
16. Animal and Plants (A&P)
17. Watercraft (WC)
18. Aviation (AIR)
19. CBRNE Logistical Support (LS)
20. Intervention (INT)
21. Other Authorized (O)
22. Training (TRG)
23. Exercise (EX)
24. Planning (PLG)
25. Citizen Corps (CCP)

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/26/2018

Presenter: Rusty Ligon

Item of Business: BR-2018-62 Transmittal of a Ten-Year Update to the 2006 CIE

Meeting Date: 12/4/2018

Purpose of Request:

Resolution to authorize the transmittal of the ten-year update of the City's 2006 Capital Improvements Element (CIE) of the Comprehensive Plan to the Georgia Mountains Regional Commission (GMRC) and Georgia Department of Community Affairs (DCA).

History/Background:

The Capital Improvement Element (CIE) is a component of the City's Comprehensive Plan that is required to be adopted in order to establish an impact fees program. Gainesville adopted the CIE as an amendment to its Comprehensive Plan on July 18, 2006. The City has submitted annual updates since 2007, which has allowed the City to maintain its local impact fees program and its QLG status.

Facts & Issues for Consideration:

This ten-year update to the 2006 CIE reflects population growth since 2006, as well as expected population trends over the next 20 years and anticipated capital improvement projects to accommodate expected new growth.

Department Recommendation:

Hold public hearing and approve resolution to transmit the draft 10-Year Update of the CIE to the GMRC and DCA

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
12/4/18 Public Hearing Legal Ad	Legal Ad
BR-2018-62 10-Year Update to the Capital Improvement Element (CIE)	Resolution

🗋	Exhibit A: Ten-Year Update to the Gainesville CIE	Attachments/Exhibits
🗋	Exhibit B: Technical Memo on Populatio & Employment Forecasts	Attachments/Exhibits

PUBLISH DATE
Tuesday, November 27, 2018 and
Friday, November 30, 2018
THE TIMES

NOTICE OF CITY COUNCIL PUBLIC HEARING

NOTICE is hereby given that the **Gainesville City Council** will hold a public hearing on **Tuesday, December 4, 2018** @ 5:30 p.m. on the transmittal of a ten-year update of its Capital Improvement Elements (CIE) of the Gainesville Comprehensive Plan to the Georgia Mountains Regional Commission for review. This hearing will be held at the **Public Safety Complex (Gainesville Justice Center)** in the **Municipal Court Room** which is located at 701 Queen City Parkway.

Copies of the ten-year update transmittal document will be available for public review at the office of the Community Development Department during regular business hours, 8:00 a.m. - 5:00 p.m. Monday through Friday, starting on Tuesday, November 27, 2018. The draft update will be posted on the City of Gainesville website at www.gainesville.org.

Additional information is available from the City of Gainesville, Community Development Department – Special Projects Division, telephone 770-531-6570.

RESOLUTION BR-2018-62

TRANSMITTAL OF A TEN-YEAR UPDATE TO THE 2006 GAINESVILLE CIE

WHEREAS, the City of Gainesville, Georgia adopted on July 18, 2006, a Capital Improvement Element (CIE) for Public Safety and Parks and Recreation and related amendments to the Comprehensive Plan of the City of Gainesville in support of the Gainesville Impact Fee Program; and

WHEREAS, the City has submitted the required annual updates since adoption of the 2006 CIE and creation of the City's Impact Fees Program; and

WHEREAS, the City has prepared a ten-year update to the original CIE in accordance with the "Development Impact Fee Compliance Requirements" and "Minimum Planning Standards and Procedures for Local Comprehensive Planning" established by the Georgia Planning Act of 1989, and a public hearing was held on Tuesday, December 4, 2018, at the **Public Safety Complex** in the **Municipal Court Room** in Gainesville, Hall County, Georgia; and

WHEREAS, the said Ten-Year Update to the 2006 CIE shall be included as part of this resolution as Exhibit A and the population and employment projections used to develop the ten-year update shall be included as part of this resolution as Exhibit B; and

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby transmits the ten-year update of the Capital Improvements Element (CIE) to the Georgia Mountains Regional Commission for regional review, as per the requirements of the Georgia Planning Act of 1989.

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

EXHIBIT A

CAPITAL IMPROVEMENTS ELEMENT
CITY OF GAINESVILLE, GEORGIA

2019 UPDATE
October 29, 2018

Prepared Under Contract By:

Jerry Weitz & Associates, Inc.
Alpharetta, Georgia

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CAPITAL IMPROVEMENTS ELEMENT (2019 UPDATE)
CITY OF GAINESVILLE, GEORGIA
October 29, 2018, 3rd DRAFT

This document constitutes the capital improvement element (CIE) of the Gainesville comprehensive plan. It covers police, fire and rescue, and parks and recreation. This CIE is a major update of the initial version adopted in 2006, which has been annually updated since adoption. This CIE goes into effect FY 2020 and does not supersede or repeal the existing CIE in place. Projects eligible for impact fee funding as described in the adopted CIE may be funded with impact fee funds (or encumbered) in the amounts shown through June 30, 2019.

ADMINISTRATIVE RULE REQUIREMENTS FOR CAPITAL IMPROVEMENT ELEMENTS

In order to support an impact fee program, a local government comprehensive plan must meet Georgia's administrative rules for capital improvement elements. The rules, among other things, require that, for each facility included in the development impact fee program, the following must be included: a service area must be established; a quantifiable level of service (LOS) standard must be specified; long-term needs shall be assessed; and a schedule of improvements identifying projects to be funded with impact fees during the next five years must be submitted and then annually updated after adoption.

FUNCTIONAL POPULATION

The functional population of the city is considered to be the sum of population and employment that create demand for public safety services. For purposes of this plan amendment, the functional population is the resident population plus those employed in the jurisdiction (i.e., businesses, industries, and institutions). Even though much of the city's resident labor force leaves the city during the day for work, there is still the need to provide public safety services in their absence (i.e., protection of property from fire and crime). All residents benefit from Gainesville's public safety services even if they work outside the city during the day. That is, the Police and Fire Departments of Gainesville will respond to public safety calls whether or not residents are home. Table 1 provides projections of the functional population, which provide the basis for measuring the existing levels of service and formulating level of service standards.

Table 1
Functional Population Projections, 2019-2039
City of Gainesville

Component	2019	2024	2029	2034	2039
Population	44,080	50,900	55,300	59,600	65,100
Employment	48,981	50,232	51,548	53,180	55,724
Total Functional Population	93,061	101,132	106,848	112,780	120,824

Source: Jerry Weitz & Associates, Inc. February 12, 2018 (Revised August 18, 2018). Technical Memorandum: Population and Housing Projections in Support of an Updated Capital Improvements Element of the Gainesville Comprehensive Plan; and Jerry Weitz & Associates, Inc. January 29, 2018 (Revised August 18, 2018). Technical Memorandum: Employment Forecasts in Support of an Updated Capital Improvements Element of the Gainesville Comprehensive Plan.

POLICE

Inventory of Building Space

When the initial CIE was prepared and adopted in 2006, the police department had 14,998 square feet of facility space in a Public Safety Building (which was co-located with Fire Station #1) located at 118 Jesse Jewell Parkway. The 2006 CIE documented the facility's deficiencies which included age, obsolescence, and various operational inadequacies. In 2009, the city constructed a new public safety building (Justice Center) containing new space for the police department and also relocated Fire Station #1 at a new public safety headquarters at 701 Queen City Parkway. Table 2 shows an inventory of facility space for the police department

Table 2
Inventory of Police Facility Space, 2018
City of Gainesville

Building	Location	Square Footage	Year Constructed
Justice Center	701 Queen City Pkwy.	52,340	2010
Justice Center Garage	701 Queen City Pkwy.	1,201	2010
Outdoor firing range (tower/ restroom)	1645 Fullenwider Rd.	620	2011
Firing range simulator bldg.	1645 Fullenwider Rd.	1,600	2018
Total Space		55,761	

The police department maintains a precinct at the Featherbone Communiversity located on Chestnut Street. Since this is not owned by the city, however, it is not counted in the inventory.

Service Area

The service area for the City of Gainesville Police Department is the city limits. The service area will increase over time with any annexations.

Level of Service Measure

The level of service measure established in the 2006 CIE was square feet of building space per functional population. That measure is retained in this 2018 update.

Existing Level of Service

As of July 1, 2019, the police department has a level of service of 0.5991 square feet of police department space per functional population (55,761 square feet per 93,061 functional population).

Previous Level of Service Standard

The level of service standard for the police facility portion of the public safety impact fee adopted in Gainesville's initial CIE (2006) was 0.316 square feet of building space per functional population. That standard was based in part on a public safety master plan prepared in 2000,

updated to 2006 conditions and to account for functional population rather than just the resident population.

Assessment of Needs

The 2006 level of service standard for police facilities is considered inadequate, as reflected by the city's expenditures since then to increase public facility physical space. The new police facility space level of service standard (i.e., square feet per functional population) is based on police department future capital needs, as specified by the department.

In discussions with the police department (December 2017), there are two primary facility needs for the police department as described further below and summarized in Table 3.

- ***Future decentralized patrol facilities***

Given increasing levels of traffic congestion on the major thoroughfares in Gainesville, the police department desires to implement a decentralization strategy, whereby new patrol division facilities are added in the New Holland and State Route 53 areas of Gainesville to maintain and increase police response times. This suggests that, over a 20-year period (i.e., by 2039), the city should plan for two police annex/precinct buildings in these growing areas of the city. In the SR 53 area, a police/fire co-location strategy is contemplated.

Estimated space need for two decentralized facilities: 2,400 square feet each; 4,800 square feet total. Requires site (land) acquisition.

- ***Training facility***

The police department indicates that the training division has been displaced from the existing headquarters building, and that a new training academy (separate training facility) is needed. Based on discussions with the police department, a 10,000 square foot facility is needed, including office space and firearms training (2,220 square feet existing or under construction).

Estimated space need for facility: 7,780 square feet. Existing land is available for this facility (i.e., no land acquisition costs).

Table 3
Police Facility Needs, 2019-2039
City of Gainesville

Police Facility Capital Needs	Land Need (Acres)	Building Space (Sq. ft.)	Notes
Patrol office #1, SR 53 area	1	2,400	May co-locate with new fire station
Patrol office #2, New Holland area	1	2,400	May co-locate with new fire station
Training facility (existing site)	0	7,780	Site on existing land
Total	2	12,580	

Police Facility Space Level of Service (LOS) Standard

The city adopts a police facility space LOS standard the same as its existing level of service as of July 1, 2019, which is 0.5991 square feet per functional population.

Future Needs To Meet Level of Service Standard

Table 4 shows future needs at the adopted level of service standard of 0.5991 square feet per functional population. Note that the capital facility needs are based on the 20-year planning horizon.

Table 4 provides a projection of how much police facility space will be needed during each five-year increment of the 20-year planning horizon.

Table 4
Projected Police Facility Needs, 2019-2039
Based on the Adopted LOS Standard
City of Gainesville

	2019	2024	2029	2034	2039
Total functional population	93,061	101,132	106,848	112,780	120,824
LOS standard (sq. ft. per functional resident)	0.5991	0.5991	0.5991	0.5991	0.5991
Total square feet of building space needed	55,752	60,588	64,012	67,566	72,385
Square footage to add during five-year period	-	4,836	3,424	3,554	4,819
Cumulative square footage to add	--	4,836	8,260	11,814	16,633

Schedule of Improvements

The city's fiscal year 2019 budget ends June 30, 2019. This capital improvements element is scheduled to go into effect on July 1, 2019 (i.e., the start of Fiscal Year 2020). Therefore, Table 5 begins with FY 2020. The schedule of improvements (2020-2024) is shown in Table 5.

Table 5 includes land acquisition and construction of the two police patrol stations during the next five fiscal years. These two projects (4,800 square feet) match the 4,836 square feet of police facility space needed by 2024. These projects can be funded 100% with impact fee funds.

Table 5
Schedule of Improvements, Fiscal Years 2020 to 2024
Police Facilities, City of Gainesville

Description	Fiscal Year						% Impact Fee Eligible	Funding Sources
	2020	2021	2022	2023	2024 or later	Total		
Patrol station #1								
Land acquisition (1 acre)	$100,000					$100,000	100%	IF
Preliminary arch./eng. (20% of construction)		$120,000				$120,000	100%	IF
Construction (2,400 sq. ft. @ $250 per sq. ft.)				$300,000	$300,000	$600,000	100%	IF
Project Total	$100,000	$120,000		$300,000	$300,000	$820,000	100%	IF
Patrol station #2								
Land acquisition (1 acre)	$100,000					$100,000	100%	IF
Preliminary arch./eng. (20% of construction)		$120,000				$120,000	100%	IF
Construction (2,400 sq. ft. @ $250 per sq. ft.)				$300,000	$300,000	$600,000	100%	IF
Project Total	$100,000	$120,000		$300,000	$300,000	$820,000	100%	IF
Total, All Projects	$200,000	$240,000		$600,000	$600,000	$1,640,000	100%	IF

IF = Impact Fees CB = Capital Budget

FIRE AND RESCUE

Inventory of Existing Building Space

Gainesville currently operates four (4) fire stations (see Table 6), the same number as it had in 2006 when the initial CIE was adopted.

Table 6
Inventory of Fire Building Space, 2018
City of Gainesville

Building	Location	Square Footage	Year Constructed
Fire Station #1	725 Pine Street	28,000	2010
Out building Fire Station #1	725 Pine Street	1,750	2010
Fire Station #2	310 Piedmont Road	7,524	1954
Fire Station #3	3335 Nancy Creek Road	4,841	1994
Storage building Station #3	3335 Nancy Creek Road	400	1994
Fire Station #4	2163 Memorial Park Drive	7,040	2004
Total (2018)		49,555	
Total after relocation of Fire Station #2 (by July 1, 2019)	(13,500 – 7,524 = +5,976)	55,531	

Fire station #2 is in the process of being relocated to the Park Hill Drive area. Upon completion, the relocated Fire Station #2 is expected to consist of 13,500 square feet with four vehicle bays. The Fire Station #2 relocation project is being funded by SPLOST 7 funds. Table 6 reflects this project in the inventory.

Inventory of Vehicles

The 2006 CIE counted eight (8) vehicles toward the vehicle equipment inventory. Heavy vehicles owned by the fire department should be replaced over time. An engine has an estimated useful life of 10 years, while a ladder truck is expected to serve for 15 years. Ambulances (rescue vehicles) are excluded, since the life expectancy of rescue vehicles is less than 10 years. The city now has eleven (11) vehicles, as shown in Table 7. As later noted, the inventory as of July 1, 2019, will include a fire boat for a total of 12 heavy vehicles, which is included for funding by the city in the FY 2019 budget (July 1, 2018 to June 30, 2019).

Table 7
Inventory of Fire Department Vehicles, 2018
City of Gainesville
(With Useful Life of 10 Years or More)

Station Assigned	Unit ID	Model	Year
1	Engine 21	Pumper	2018
1	Engine 26	Pumper	1998
1	Engine 27	Pumper	1998
1	Engine 28	Pumper	2005
1	Tower 21	Aerial	2017
2	Engine 22	Pumper	2015
2	Engine 25	Pumper	2002
3	Engine 23	Pumper	2010
3	Tower 23	Aerial	2001
4	Engine 24	Pumper	2010
4	Ladder 24	Aerial	1995
Total Vehicles (2018)		11	
Total after purchase of fire boat funded in FY 2019 (encumbered by July 1, 2019)		12	

Service Area

The service area for the City of Gainesville Fire Department is the city limits. The service area will increase over time with any annexations.

Level of Service Measures

The Gainesville fire and rescue impact fee program uses two level of service measures: 1) square feet of fire facility (building) space per functional population; and 2) heavy vehicles (with a 10-year useful life or more) per functional population.

Existing Levels of Service

As of July 1, 2019, the fire department has a level of service of 0.5967 square feet of fire department building space per functional population (55,531 square feet / 93,061 functional population). This level of service figure includes the relocation of Fire Station #2 as described above. With the funding of a fire boat in the FY 2019 capital budget, as of July 1, 2019, the city is anticipated to have 12 vehicles (see Table 7). The existing level of service as of July 1, 2019 is one fire vehicle per 7,755 functional population.

Assessment of Needs

The Gainesville fire department had 9,000 calls for service in 2017; by the year 2022 the fire chief expects as many as 15,000 calls annually, given an increase of approximately 1,200 calls annually since the year 2010 (December 2017 notes).

In FY 2017, the city began the process of relocating Fire Station #2 with a budget of $3,450,000 (Annual Budget and Capital, FY 2018, City of Gainesville, GA, p. 82). The city's FY 2019-2023 capital improvement program includes replacement of three heavy vehicles and purchase of a

fire rescue boat. The program also includes construction of a storage building and Fire Stations #5 and #6, as well as planning for Fire Station #7. See Table 8. Fire station #5 will reportedly consist of 8,000 square feet (a 3-bay facility) and will need to be equipped with one engine ($650,000) and one aerial apparatus ($1,500,000). It is assumed that fire stations #6 and #7 will be similarly sized and equipped.

Table 8
FY 2019 Capital Improvement Program for Fire Department
City of Gainesville

Heavy vehicles	**FY 2019 Funded?**	**FY 2019**	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**Total**
Replace aerial apparatus (lease)	Yes	$284,000	$304,000	$304,000	$304,000	$304,000	$1,500,000
Replace vehicle pumper	No		$650,000				$650,000
Replace vehicle pumper	No			$650,000			$650,000
Fire rescue boat (new)	Yes	$350,000					$350,000
Fire stations/buildings	**FY 2019 Funded?**	**FY 2019**	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**Total**
Storage building	No	$400,000					$400,000
Station 5 and 6 planning	Yes	$250,000					$250,000
Station 5	No		$4,800,000				$4,800,000
Station 6	No		$4,800,000				$4,800,000
Station 7 planning	No			$75,000			$75,000

Source: City of Gainesville, GA, Annual Budget for the Fiscal Year Ended June 30, 2019, FY 2019 Capital Improvements Summary, p. 89.

In addition to two new fire stations (6 total), the fire department has identified the need for additional storage space (Table 8). In addition, the city needs a boat dock and boat shelter at Lake Lanier to house a fire boat to serve existing and new residential development on Lake Lanier. The fire chief indicates that there are approximately 100 homes (including but not limited to Cresswind at Lake Lanier) in Gainesville that would be better to serve via the lake (i.e., boat) than by land, due to steep, narrow driveways. Accordingly, the city has programmed in FY 2019 to purchase a fire boat. The fire boat would draw water directly from the lake instead of fire hydrants. The city has land available at the Linwood Treatment Plant for a permanent home for the new fire boat, but it needs a U.S. Army Corps of Engineers permit to construct the boat dock. In addition to these needs, the Fire Chief finds that additional training space is needed. Currently, only Station #1 is equipped for training. The city's capital improvement program also implies that a 7th fire station will ultimately be needed.

Previous Level of Service Standards

In 2006, the City of Gainesville adopted the following level of service standards for the fire/rescue/EMS portion of the public safety facility impact fee:

1. 0.3915 square feet of building space per functional population; and
2. One heavy vehicle (fire apparatus) per 10,069 functional population.

Revised Level of Service Standards

Ideally, the LOS standard for building space would be based on all future identified needs as described above, including storage space, fire stations #5, #6, and #7 (8,000 square feet each), and additional training space. However, inclusion of all of these facilities would raise the level of service standard from well above the existing level of service of 0.5967 square feet of fire facility

space per functional resident. Setting the new level of service standard above the existing level of service would create an existing “deficiency” and cause the city to plan for and fund (without using impact fees) additional fire building space. That is not desirable, considering that the city can anticipate considerable additional capital costs to replace or upgrade other existing fire stations. Another factor, that poses a major limitation on establishing a level of service standard higher than the existing level of service, is that the city has a professional fire department and must budget for substantial additional operation costs (i.e., added staffing of fire personnel) as new fire stations are added to the inventory.

Given these constraints, the city’s LOS standard for fire building space is set (adopted) at the existing level of service of 0.5967 square feet of fire building space per functional population (55,531/ 93,061).

The level of service standard for fire vehicles (with a useful life of 10 year or more) is one fire vehicle per 7,755 functional population, consistent with the existing level of service.

Projection of Needs based on Level of Service Standards

Table 9 provides a projection of fire building space needs based on the adopted LOS standard.

Table 9
Projected Additional Fire Building Space Needs, 2019 – 2039
Based on the Adopted LOS Standard
City of Gainesville

	2019	2024	2029	2034	2039
Total functional population	93,061	101,132	106,848	112,780	120,824
LOS standard (sq. ft. per functional resident)	0.5967	0.5967	0.5967	0.5967	0.5967
Total square feet of building space needed	55,529	60,345	63,756	67,295	72,095
Square footage to add during five-year period (base in 2019 = 55,531)	None	4,814	3,411	3,539	4,800
Cumulative square footage to add	None	4,814	8,225	11,764	16,564

The data in Table 9 are to be used as a guide for programming future fire building capital facilities. The city is not required to add the exact square footage shown in Table 9 during the respective time periods. The city has the flexibility and discretion to plan and program future fire capital facilities as it determines appropriate in the future.

Table 10 provides a projection of fire vehicle needs based on the adopted LOS standard.

Table 10
Projected Additional Fire Vehicle Needs, 2019 – 2039
Based on the Adopted LOS Standard
City of Gainesville

	2019	2024	2029	2034	2039
Total functional population	93,061	101,132	106,848	112,780	120,824
LOS standard (1 vehicle per functional resident)	1 per 7,755	1 per 7,755	1 per 7,755	1 per 7,755	1 per 7,755
Total # vehicles needed	12.00	13.00	13.77	14.54	15.58
Number of vehicles to add during five-year period (planned base in 2019 = 12 vehicles)	None	1	0.77	0.77	1.04
Cumulative vehicles to add	None	1	1.77	2.54	3.58

Schedule of Improvements

The schedule of improvements for fire building space and fire apparatus is provided in Table 11. Construction of fire station #5 has been and continues to be a priority. Although other projects such as training and storage space additions are needed, they are not proposed to be funded with impact fees because city administration desires to allocate the maximum available amount of impact fees towards fire station #5. Accordingly, the city can fund 4,814 square feet of fire station #5 with impact fees collected between 2019 and 2024. This amounts to 60% of the total project costs of planning and constructing fire station #5. If any impact fees already collected are carried forward from the fire impact fee fund as of July 1, 2019, those impact fees can be appropriated for fire station #5 or any other impact fee-eligible project shown in the adopted CIE.

The city needs an aerial apparatus ($1,500,000) as well as a pumper ($650,000) to place in fire station #5 once constructed. Based on Table 10, Gainesville can purchase 1 fire vehicle by 2024 using impact fees. Since there is a substantial difference in the costs of aerial trucks ($1,500,000) and pumper trucks ($650,000), an average cost of the two vehicles ($1,075,000) is used in the schedule to determine eligibility for impact fee funding. This means, effectively, that the city can purchase the fire engine at full cost and a pay for a portion (28.33%) of the cost of the aerial fire truck using impact fees. See Table 11.

Table 11
Schedule of Improvements, FY 2020 – 2024
Fire and Rescue Facilities, City of Gainesville

Description	Fiscal Year						% Impact Fee Eligible	Funding Sources
	2020	2021	2022	2023	2024	Total		
New Fire Station (#5)								
Land acquisition (1.5 acre)	$150,000					$150,000	60.17% ($1,534,462)	IF, CB
Preliminary arch./ eng. (20% of construction)		$400,000				$400,000		
Construction (8,000 sq. ft. @ $250 per sq. ft.)			$1,000,000	$1,000,000		$2,000,000		
Project Total	$150,000	$400,000	$1,000,000	$1,000,000		$2,550,000		
Fire trucks								
Pumper				$650,000		$650,000	100% ($650,000)	IF
Aerial					$1,500,000	$1,500,000	28.33% ($425,000)	IF; CB
Project total				$650,000	$1,500,000	$2,150,000	50.00% ($1,075,000)	IF; CB
Total, All Projects	$150,000	$400,000	$1,000,000	$1,650,000	$1,500,000	$4,700,000	55.52% $2,609,462	IF; CB

IF = Impact Fees CB = Capital Budget

PARKS AND RECREATION

Service Area

The service area for parks and recreation is the city limits of Gainesville. The service area will expand over time due to annexations.

Inventory

Table 12 provides an inventory of acreage and building improvements of parks in the City of Gainesville. The inventory excludes Clark's Bridge Park, which was developed via intergovernmental agreement with Hall County prior to the 1996 Olympics. Also excluded are the Allen Creek Soccer Complex (jointly used and operated with Hall County), the Allen Creek Regional Park, and Chattahoochee Golf Course.

The inventory of park land (Table 12) is divided into developed acreage and passive park acreage. The inventory is based on a 2018 inventory supplied by the parks and recreation department but updated with parcel numbers and acreage and building figures from the Hall County Tax Assessor's (Q Public) data base of properties. Also, the measurement tool in Q Public was used in some cases to provide estimates of developed park property. Note that all buildings and their immediate areas, as well as entrance ways (paved pedestrian sidewalks and plazas) are included in the developed park acreage.

Level of Service Measure

The level of service measure used in the 2006 Gainesville parks and recreation impact fee program was acres of developed park land per 1,000 residents. Note that nonresidential development does not create appreciable demands on the city's park and recreation system. Therefore, the residential population is used (rather than the functional population).

The 2019 update of the park and recreation impact fee program considers three LOS measures: developed park acres per 1,000 residential population, passive (undeveloped) park acres per 1,000 residential population, and total park acres per 1,000 residential population.

The most appropriate LOS measure to use in the 2019 update is developed park acres per 1,000 residential population. This selection is consistent with the LOS measure used in the initial 2006 impact fee program for parks and recreation.

Existing Levels of Service

The residential population estimate of the City of Gainesville as of July 1, 2019, is 44,080. The existing level of service for the developed park acreage is 2.18 acres of developed park land per 1,000 residents (96.32 acres / 44.080).

The existing level of service for passive/ undeveloped park land is 5.04 acres per 1,000 residents (222.32 / 44.080). Combined, the existing level of service is 7.22 acres of total park land per 1,000 residents (318.64 / 44.080).

Table 12
Inventory of Park Land Acreage and Building Space, 2018
City of Gainesville

Name	Location (parcel ID)	Developed Acres	Passive Acres	Total Acres	Building Space (sq. ft.)
City park	850 Green St. NE (01067 004019)	10.73	2.0	12.73	9,366
City park	712 Glenwood Dr. NE (01065 001012)	0	0.55	0.55	
City park (tennis court, restroom, maintenance)	549 NE Glenwood Dr (01067 004001)	9.81	0	9.81	1,158
Martha Hope Cabin	528 Prior St. NE (01039 002004)	0.4	3.62	4.02	2,277
Candler fields and restroom/ concession	525 Prior St. NE (01039 001015)	5.0	3.75	8.75	900
	992 Longstreet Circle NE (01067 002002)	0.48	0	0.48	
Green Street bath house	950 Park Hill Dr. NE (01067 003001)	3.35	0	3.35	3,400
Civic center	830 Green St. NE (01067 004002)	1.89	0	1.89	55,625
Desota park	1142 Desota St. SE (01060 003002)	0.73	0	0.73	1,098
Engine 209 park	312 Jesse Jewell Pkwy. SW (01012 004001)	0.37	0	0.37	
Fair Street neighborhood center	715 Fair St., SE (multiple parcels in block)	2.11	0	2.11	3,986
Frances Meadows aquatic center	1545 Community Way, NE (01082 004003)	10.62	0	10.62	44,376
Frances Meadows aquatic center	1514 Community Way, NE (01082 004002)	0	3.19	3.19	
Cabbell restrooms/ concession, field/ track	1560 Community Way, NE (01082 004007)	5.12	0	5.12	960
Holly park (Corps of Engineers lease)	2603 Old Thompson Bridge Rd. NW *(no parcel found)*	0	22	22	987
Ivey Terrace park	607 Ridgewood Terrace NW (01026 003001)	0	8.1	8.1	1,007
Ivey Terrace park	440 Ridgewood Terrace NW (01026 003002)	0	1.05	1.05	
Kenwood park	725 Kenwood Drive SW (01049 001004)	0.5	1.62	2.12	
Lanier Point park	1530 (and 1543, 1547, and 1579) Lee Waldrip Dr. NW (01115 002001)	18.58	0	18.58	11,768
Lanier Point park	1557 Lee Waldrip Dr. NW (01115 002086)	5.9	0	5.9	
Lanier Point park (Corps of Engineers	No address (no parcel ID found)	6.9	65.1	72	
Linwood nature preserve	415 Linwood Dr. NW (01097 004001B)	0	2.67	2.67	1,689
Linwood nature preserve	160 Springview Dr. NE (01097 005013)	0	14.17	14.17	
Linwood nature preserve (includes ecology center (part of treatment plant site)	500 Linwood Dr. NW (01097 004001C)	0.5	14.47	14.97	1,080
Longwood Park (city part)	1011 Dixon Dr. NW (01043 001062)	0	1.8	1.8	
Longwood Park (Corps of Engineers)	20 Pearl Nix Pkwy. NW *(no parcel ID)*	2.2	32.3	34.5	4,000

Name	Location (parcel ID)	Developed Acres	Passive Acres	Total Acres	Building Space (sq. ft.)
Midtown greenway	878 Grove St. SW (01018 001019)	4	7.04	11.04	
Midtown greenway (pond)	Pine Street (01017 001003)	0	4.11	4.11	
Myrtle Street park (1.7 acres of 6.85 at 636 High St. SW	854 Myrtle St SW (01030 001023)	0.4	1.3	1.7	
Poultry park	444 Jesse Jewell Pkwy. SW (01012 003001)	0.1	0.58	0.68	
Riverside park	1267 Riverside Dr. NE (01075 002004)	0.2	0.93	1.13	625
Rock Creek Veterans park	223 NW Northside Dr. (01001 001011)	0.27	0	0.27	
	331 NW Northside Dr. (01075 002004)	0	0.16	0.16	
	Northside Dr. (01001 001014A)	0	0.20	0.20	
	Northside Dr. (01001 001014)	0.1	1.06	1.16	
	Northside Dr. (01001 001018)	0	0.31	0.31	
Roper park	171 NW Virginia Circle (01091 004001)	3	0.50	3.5	1,464
Wessell park (10.01 acres total)	493 NW Holly Dr. (01072 001006)	0.15	1.12	1.27	
	511 NW Holly Dr. (01072 001007)	0.2	0.42	0.62	
	1322 NW Wesell Rd. (01072 001008)	0	0.54	0.54	
	1304 NW Wesell Rd. (01072 001009)	0.05	0.70	0.75	
	1290 NW Wesell Rd. (01072 001010)	0.22	0.33	0.55	
	1276 NW Wesell Rd. (01072 001011)	0.44	0.43	0.87	
	1258 NW Wesell Rd. (01072 001012)	0	0.88	0.88	
	1240 NW Wesell Rd. (01072 001013)	0	1.10	1.10	
	1230 NW Wesell Rd. (01072 001013A)	0	0.43	0.43	
	1186 NW Wesell Rd. (01072 001014)	0	3.00	3.00	
Wilshire Trails park	849 NW Wilshire Rd. (890 NW Chestatee Rd.) (01043 002004)	2	16.5	18.5	1,350
	715 NW Wilshire Rd. (01044 001001B)	0	1.47	1.47	
	Wilshire Rd. (01044 001006)	0	2.34	2.34	
	604 NW Ridgewood Ter. (01044 001004A)	0	0.48	0.48	
TOTAL SHOWN		**96.32**	**222.32**	**318.64**	
		Developed Acres	**Passive Acres**	**Total Acres**	

Source: Acreage data from City of Gainesville Parks and Recreation, January 2018 (updated September 2018), and Hall County QPublic (tax assessor data base). Building space from Gainesville Building Asset Inventory, August 2018, and tax assessor data base. Revised inventory October 2018.

Level of Service Standard

This 2019 update of the parks and recreation capital improvement element institutes a modified the level of service standard from the standard adopted in the 2006 initial impact fee program. Instead of developed parkland acres per 1,000 resident population, this update utilizes developed or redeveloped parkland acres per 1,000 resident population.

This change of level of service standard, to add redeveloped parkland acres, is justified on several grounds. The strategic emphasis of Gainesville's park system is such that increasing attention is being paid to upgrading existing (already developed) park lands and system components. As an example, improving a playground to add restrooms, improve equipment, and/or provide better access is a substantial system improvement that improves park and recreation facilities for the benefit of all existing and new residents. Such improvements sometimes do not add acreage to the city's park and recreation system and therefore would not be considered eligible for impact fee funding if the level of service standard was only applied to developed park acres per 1,000 residential population. By including "redeveloped" park acres, the significant expenditure for improvements that serve existing and future residents can be appropriately counted as a systemwide improvement.

For clarity, the city attributes the following meanings to the term "redeveloped" park acres. A redeveloped park acre substantially improves an existing park facility or feature by adding an additional building, or additional equipment or accessory structures and uses. An example is the addition of a restroom building to an existing park that did not previously have a restroom facility. Replacement of equipment, such as a playground, is also considered under this definition if the equipment is appreciatively improved in size or quality. Generally, to qualify as a redeveloped park improvement, the capital improvement to an existing park, playground, or other recreation space, should be at least 50 percent (50%) higher than the value of existing improvements as originally installed.

Accordingly, the city hereby adopts the following LOS standard for parks and recreation: 2.18 developed or redeveloped park acres per 1,000 resident population

An often-used approach with impact fee programs is to establish the LOS standard at the existing level of service. Per this option, the LOS standard would be 2.18 acres of developed or redeveloped park land per 1,000 residents (96.32 acres / 44.080). This would be done primarily to ensure that new development will be served by the same level of service as the existing population and to ensure that existing levels of service will not be degraded as the city's population increases.

Assessment and Projection of Needs

Table 13 provides future park and recreation needs for the 20-year planning horizon based on the adopted level of service standard. Per Table 13, Gainesville will need to add 45.81 acres of developed park land during the 20-year planning horizon (i.e., from 2019 to 2039). During the next five years, the city will need a schedule of improvements that adds 14.86 acres of developed or redeveloped park land.

Table 13
Projection of Parks and Recreation Needs, 2019-2039
City of Gainesville
(Developed Acres)

	2019	2024	2029	2034	2039
Total population	44,080	50,900	55,300	59,600	65,100
LOS standard (developed acres per 1,000 population)	2.18	2.18	2.18	2.18	2.18
Total developed park acres needed	96.09	110.96	120.55	129.92	141.91
Developed or redeveloped acres of parkland to add during five-year period (base in 2019 = 96.32)	0	14.86	9.59	9.37	11.99
Cumulative additional developed or redeveloped park acreage needed	0	14.86	24.45	33.82	45.81

The city can elect to add developed park acreage via the existing inventory of park land (i.e., develop existing passive park land), or it can acquire additional land for park development, or it can redevelop existing inventory, or some combination thereof. The city could conceivably draw on its existing supply of passive/ undeveloped parkland to satisfy much of the needs for future developed parkland acreage.

The City's Parks and Recreation Strategic Plan (2018-2022) articulates two principal park objectives of the city: strengthen the quality of existing parks (improve park maintenance) and develop specialty parks, open spaces, and greenways to address growth and emerging areas of recreational interests. It would be appropriate if Gainesville had an impact fee program that was designed if possible to infuse dollars for park maintenance. However, using impact fees for maintenance is not authorized under Georgia law.

With regard to system improvement needs during the next five years, the parks and recreation department has prepared a capital improvements program request for FY 2019 to FY 2023 (January 2018) which serves as the primary basis for suggesting which capital improvements will be included in the five-year schedule of improvements to be funded in whole or part with impact fees. The capital requests include the following projects that are proposed (or may be included) for impact fee funding: systemwide playground improvements (FY 2019); a new playground in the Midtown greenway and an outdoor pool at Frances Meadows (FY 2020 and FY 2021); new recreation center development (FY 2022); and construction of a dog park (FY 2022). In addition, the city has identified the desire to acquire and develop one acre of land within or next to Clark's Bridge Park.

Schedule of Improvements

The schedule of improvements needs to provide for 14.86 acres of developed or redeveloped parkland during the five-year period (2019-2023). The schedule of improvements is provided in Table 14. The acreage is the key to consistency with the impact fee program, since the level of service standard is developed or redeveloped acres per 1,000 resident population. The city can pay for the development or redevelopment of 14.86 acres of parks during the 5-year schedule of improvements (@ $260,000 per acre). Although the schedule of improvements shows the costs spread out evenly over the five years, the city has the flexibility of spending more or less in a given year, so long as the maximum funding of $3,863,600 is not exceeded for the five fiscal

years. Also, the city has the flexibility to decide which project or projects listed in the schedule of improvements will be funded in whole or part with impact fees.

Table 14
Schedule of Improvements, FY 2020 – 2024
Parks and Recreation, City of Gainesville

Description (developed or redeveloped park land acreage to be provided)	Fiscal Year						% Eligible for Funding with Impact Fees	Funding Sources
	2020	2022	2022	2023	2024	Total ($)		
Develop or redevelop 14.86 acres of parkland	$772,720	$772,720	$772,720	$772,720	$772,720	$3,863,600	100%	IF; CB
The city can fund all or a part of any of the following projects included in this schedule below, so long as it does not encumber more than $3,863,600 of impact fees collected during the five fiscal years. The project or projects funded during the five-year time period must result in at least 14.86 acres of developed or redeveloped park land to meet the level of service standard. The combination of projects need to be selected with the intent of meeting at least the 14.86 acres of developed or redeveloped park land. Eligible and anticipated projects include the following (up to the maximum expenditure of $3,863,600 during the five-year period):								
Eligible projects:								
• Acquire and develop 1 acre at Clarks Bridge Park							100%*	IF; CB
• Youth athletic complex							100%*	IF; CB
• Playground improvements – systemwide (may be multiple locations							100%*	IF; CB
• Frances Meadows Complex: outdoor pool, design and construction							100%*	IF; CB
• Midtown greenway playground construction							100%*	IF; CB
• Skate park design and construction							100%*	IF; CB
• Dog park design and construction							100%*	IF; CB
• Recreation center development (may be multiple locations)							100%*	IF; CB

* Not to exceed $3,863,600 for all projects or any combination thereof during FY 2020 to FY 2024.

IF = Impact Fees CB = Capital Budget

POLICIES REGARDING IMPACT FEE EXEMPTIONS AND REDUCTIONS

According to the Georgia Development Impact Fee Act of 1990, Sec. 36-71-4(l), the city can exempt all or part of particular development projects from development impact fees if: (1) Such projects are determined to create extraordinary economic development and employment growth or affordable housing; (2) The public policy which supports the exemption is contained in the municipality's or county's comprehensive plan; and (3) The exempt development project's proportionate share of the system improvement is funded through a revenue source other than development impact fees.

Accordingly, the city hereby adopts the following policies for impact fee exemptions, reductions and credits:

1. There will be no exemptions for the payment of fire facility impact fees.

2. Waiver of impact fees for affordable housing. Any new dwelling unit which meets the city's definition of "affordable housing" (see redevelopment incentives ordinance submitted in draft form), built within a qualifying residential or nonresidential redevelopment project certified per the requirements of the city's redevelopment incentives ordinance, shall be exempt (eligible for waiver) from paying police and parks and recreation development impact fees otherwise applied to such development, subject to the following: The proportionate share of the system improvement attributed to the affordable housing unit is funded through a revenue source other than development impact fees. To this end, the city may fund the impact fees waived by either: (1) depositing into the appropriate impact fee trust fund(s) an amount equal to the development impact fee waived, from such city funds other than development impact fees; or (2) documenting that a proportionate share of system improvements attributed to the affordable housing unit is funded by the city via police and/or park and recreation improvements (as applicable) serving the qualified redevelopment project that have not been funded with development impact fees.

3. For a qualified redevelopment project (see redevelopment incentives ordinance submitted in draft form), whether residential or nonresidential, the Community Development Director shall be authorized to grant partial or full public safety development impact fee credits, for the dedication of right of way to bring a substandard street up to current city standards for the applicable street classification, the installation of sidewalk(s) meeting the requirements of the city, and streetscape improvements including pedestrian-scale lighting along all street frontages of the redevelopment project boundary. The rationale for providing this credit is that standard roads with pedestrian infrastructure served by appropriate lighting, in areas already served by public safety services provided by the city, result in reduced public safety demands when compared with substandard roads without sidewalks and without pedestrian lighting due to safer conditions.

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TECHNICAL MEMORANDUM

TO: Jessica Tullar, AICP, Special Projects Manager, City of Gainesville

FROM: Jerry Weitz, PhD, FAICP, Principal, Jerry Weitz & Associates, Inc.

DATE: February 12, 2018

RE: Population and Housing Projections in Support of an Updated Capital Improvements Element of the Gainesville Comprehensive Plan

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State rules for local comprehensive plans do not require population projections, except that growth projections must be provided for capital improvements elements (CIEs). This memorandum provides data and analysis in support of revised population, household and housing, projections for the city. This memo is provided in support of but is not intended to be formally integrated into the capital improvements element.

POPULATION ESTIMATES

Table 1 provides population estimates for Gainesville for the years 2010, 2015, and 2016 from the U.S. Census Bureau, and rates of population change. The annual rate of population increase from 2010 to 2015 was approximately 1.9%, but between 2015 and 2016 the annual rate of increase rose to 3.3%. This indicates that the rate of population increase has accelerated recently. Further, Gainesville's rate of population increase is higher than the county's as a whole, and the city's share of total county population has also recently increased slightly. The annual percentage rate of increase can be used in projecting the city's population into the future, if one assumes it a given rate will hold steady into the future.

Table 1
Total Population Estimates, 2010, 2015, and 2016
Hall County and City of Gainesville

Jurisdiction	2010 (Census)	2010	2015	% Change 2010-2015	2016	% Change 2015-2016
Hall County	179,684	180,003	193,535	7.52%	196,637	1.60%
Gainesville	33,804	35,339	38,712	9.54%	39,994	3.31%
Gainesville % Share of County Total Population	18.81%	19.63%	20.00%	--	20.34%	--

Sources: 2010 and 2015 data from Carl Vinson Institute of Government and University of Georgia Extension. 2017. *The Georgia County Guide*, 35th edition. Compiled and edited by Jan Coyne, Holly Lynde, and Karen Stubbs. Original

Source: U.S. Census Bureau, Annual Estimates of the Resident Population, April 1, 2010 to July 1, 2015 (American Factfinder). 2016 data from U.S. Census Bureau, American Fact Finder, 2016 American Community Survey 1-Year Supplemental Estimates with a Population Threshold of 20,000 or More.

POPULATION ESTIMATION METHOD

The housing unit method is one of the more reliable, or at least preferred, methods of estimating population.[1] An advantage is that data specific to the city are available for housing units. Another advantage is that one need not be concerned about whether the increase is attributed to natural increase or net-migration (see further discussion below), since people will largely reside in households, which occupy housing units. Data for new housing starts (units) permitted in Gainesville are shown in Table 2. Demolitions of housing units are not fully accounted for in the data provided in Table 2.

Table 2
Housing Starts, and Cumulative Total Housing Units
City of Gainesville, 2010-2017

Year	Permits for New Housing Units Issued, City of Gainesville	Cumulative Total Housing Units, City of Gainesville
Total Housing Units, April 1, 2010 (Census)	--	12,967
2010	1	12,968
2011	47	13,015
2012	95	13,110
2013	160	13,270
2014	265	13,535
2015	404	13,939
2016	431	14,370
2017	404	14,774

Source: City of Gainesville, Community Development Department. 2017 data are from the department's impact fee report of building activities. Note: Table excludes demolitions.[2]

One must be cautious in making assumptions about occupancy of recently constructed units. Indeed, it is possible that some housing starts in 2017 have not been completed and therefore cannot be occupied. Other housing units permitted may have been issued certificates of occupancy, but they remain unsold and unoccupied. An overall occupancy rate (see Table 3) can be used to account for these differences.

It is important to note that accounting for housing unit growth alone may not capture all population changes in the community. That is because a certain (usually small) percentage of the total population resides in so-called "group quarters" (i.e., nursing homes, college

[1] See generally: Jepson, Jr., Edward J. and Jerry Weitz. *Fundamentals of Plan Making: Methods and Techniques*. New York: Routledge, 2016.

[2] Use of the impact fee building report is a significant advantage, since an impact fee would not be paid for a replacement unit (i.e., if a house already existing on a given lot). This may mean that a reduction of total units to account for demolitions is not necessary, at least for the 2017 data.

dormitories, correctional institutions, etc.). Therefore, using the housing unit method alone, without accounting for group quarters population change, would reduce reliability of the estimates.

The most recently available data are from the U.S. Census Bureau for the years 2015 and 2016. Table 3 provides 2010, 2015, and 2016 data for population and housing, including group quarters data. Table 3 includes the essential variables needed to estimate and project the city's population. It must be acknowledged that the 2015 and 2016 data are *estimates* with large margins of error, while 2010 data provide 100% counts and are considered much more reliable.

Table 3
Population and Housing, City of Gainesville, 2010, 2015 and 2016

Estimate	2010	2015	2016
Population	33,804	38,713	39,994
Household Population	32,091	37,575	38,886
Group Quarters Population	1,713	1,130	1,108
Households (occupied units)	11,273	13,467	12,200
Housing Units	12,967	14,007	13,776
Average Household Size	2.85	2.79%*	3.19*
Housing Occupancy Rate (%)	86.9%	96.1%	88.6%

Sources: U.S. Census Bureau, American Fact Finder. 2010 Census Summary File 1. Table DP-1 Profile of General Population and Housing Characteristics and 2015 and 2016 American Community Survey 1-Year Supplemental Estimates with a Population Threshold of 20,000 or More (various tables). * Note: Average household size derived from household population divided by households (not reported in original data source).

Note that there are extensive differences in the 2015 and 2016 data, which is surprising given they are from the same source. These differences deserve scrutiny and analysis in light of 2010 (100%) data. Interestingly, the data indicate that Gainesville witnessed a marked decline from 2010 to 2015-2016 in the number of persons residing in group quarters. The decrease in group quarters population might be attributed to margins of error in the 2015 and 2016 estimates, or they could indeed reflect some reduction in persons living in group quarters (this issue is examined further below).

Also of interest in Table 3 is the remarkable differences in the estimates of total housing units and total households for 2015 and 2016. The housing unit estimates can also be compared to the cumulative estimate for housing units in 2016 provided in Table 2, which is based on city building permits issued (but which does not include all demolitions). The 2015 data shown in Table 3 are viewed with substantial skepticism, in that if they were accurate the city of Gainesville would have experienced a net loss in households of more than 1,200 between 2015 and 2016. The occupancy rate in 2015 is similarly in doubt, as is the average household size.[3]

Due to the vast differences between 2015 and 2016 sample data from the U.S. Census Bureau, we believe it is necessary to examine some of the essential variables in closer detail, using the 100% data from the 2010 decennial census.

[3] To shed further light on the differences between the 2015 and 2016 data, we examined Table K202504 (Units in Structure) for both years. 2015 data, for instance, indicate that there were an estimated 690 mobile home, boat, RV, van, etc. housing units, while the 2016 data indicate there were only 86 such units. This difference leads us to believe the 2015 data are inaccurate and, of the two, the 2016 data are more accurate or reliable.

Table 4
Selected Housing and Household Data
from the 2010 Decennial Census, City of Gainesville

Data Variable	City of Gainesville, 2010 Census
Household Population	
Population in family households	26,766
Population in non-family households	5,325
Households	
Family households (families)	7,165
Non-family households	4,108
Household Size	
Average household size (persons per unit)	2.85
Average family size (persons per unit)	3.55
Average household size of owner-occupied units	2.88
Average household size of renter-occupied units	2.83
Housing Vacancy	
Vacant housing units for seasonal, recreational, or occasional use plus other vacant	378
Homeowner vacancy rate (%)	6.5%
Rental vacancy rate (%)	12.3%
Group Quarters Population	
Group quarters: institutionalized population	649
Group quarters: non-institutionalized population	1,064

U.S. Census Bureau, American Fact Finder. 2010 Census Summary File 1. Table DP-1 Profile of General Population and Housing Characteristics; Table H12; Table H5; Table P18; Table P30; Table P35; Table QT-H1; Table QT-P12.

Type of Household

From Tables 3 and 4, the following observations are of importance here. The average household size variable is extremely important in estimating and projecting population. The vast majority of Gainesville households in 2010 were “family” households (63.6%), which in 2010 had a much higher average household size (persons per dwelling unit) of 3.55, well above the citywide average of 2.85. If future households are “family”, the larger household size for families should be used. However, general demographic trends in the U.S. are more toward an increase in non-family households. For instance, Nelson 92016) finds that of all the households formed in the U.S. between 2010 to 2030, only 13.4% will be households with children. [4] This may mean that future households will be smaller, and fewer of them will be families in Gainesville.

Average Household Size

Of equal if not greater importance is average household size. According to Nelson (2016), average household size has historically fallen for a variety of reasons but stopped falling as of 2010, when the average household size in the U.S. was 2.58, the same as in 2000. Nelson also suggests the historic decline in household size might be reversed in future years due to rising fertility rates (especially among Hispanics), households “doubling up” into larger units, and the

[4] Nelson, Arthur C. 2013. *Reshaping Metropolitan America: Development Trends and Opportunities to 2030*. Washington, DC: Island Press.

rise of the “multigenerational” household, yet he concludes (p. 49) that household size will not change much from 2000 and 2010 levels in the next decade. Note also from the data in Table 4 that tenure (owner versus renter occupancy) makes little difference in terms of average household size in Gainesville, at least as of the year 2010.

Housing Vacancy

The occupancy or vacancy rate utilized in a population estimates method can also make a substantial difference. Note that vacancy rates in Gainesville in 2010 were substantially higher for renter households than owner-occupied households. This follows expected trends. The overall trend predicted by Nelson (2016) for the U.S. generally is an increase in the share of renter-occupied households (following the great recession). If true, that would predict higher vacancy rates.

In 2010, Gainesville had 1,694 vacant housing units. From Table 4, it is apparent that a sizable share of the vacant homes (378 units, or 22.3%) are generally off the market and thus are still unlikely to be occupied permanently.

Group Quarters

All available data indicate that the city lost most or all of its institutionalized group quarters population. This appears to be explained by the observation that the Hall County correctional facility moved from Midtown in the city to an unincorporated location. [confirm]

From the foregoing data, a projection for the current year (2018) can be provided. Population can be projected based on the number of housing units, then an occupancy rate determined, and then a population estimate derived based on persons per unit (average household size) and an accounting of group quarters population. The projection (for July 1, 2018) assumes that the city has issued and will continue to issue permits for new housing starts at a rate very similar to the past two years (i.e., approximately 220 new housing starts from January 1 to June 30, 2018).

Table 5
Population and Housing Projection, City of Gainesville
July 1, 2018

Estimate	July 1, 2018
Housing Units	15,000
Housing Occupancy Rate (%)	92%
Households (Occupied Housing Units)	13,800
Average Household Size	3.00
Household Population	41,400
Group Quarters Population	1,200
Total Population	42,600

Source: Jerry Weitz & Associates, Inc. February 2018.

Again, assumptions for two key variables inherent in Table 5 deserve additional explanation. In Gainesville, there is a preponderance of families (with an average household size greater than three persons per unit, as well as a significant share of Hispanic households which have higher fertility rates and a higher likelihood of forming multigenerational households). These

observations argue for a higher average household size than observed in 2010, especially given the repercussion of the great recession, which has likely resulted in an increase in overall average household size since 2010. However, the average household size is believed to be lower than the 2016 sample statistics from the U.S. Census Bureau for Gainesville, which estimates a much higher average household size than three persons per unit.

Secondly, the overall occupancy/vacancy rates used in Table 5 represent a vacancy rate that is lower than in 2010, but yet still comparably higher than other jurisdictions in our view. This higher vacancy rate is justified, given that Gainesville is a lakefront community that still has a sizable share of housing units held for seasonal, occasional, or recreational use.

POPULATION PROJECTION METHODS

Population change is a function of natural increase (births minus deaths), net migration (people moving in versus out of the community), and, for cities, annexation (increase via the addition of new land area containing population or future population). For purposes of population projections, annexation cannot be predicted with any certainty. One of the more reliable methods of projecting population is the “cohort-component” method, consisting of separate calculations of natural increase and net migration. To implement that method, data are needed for migration into and out of the jurisdiction, as well as birth (or fertility) rates and death rates.

One cohort method, called “cohort survival,” will typically divide the current population into five-year age groups and then “age” the existing population forward in future five-year increments, adding births to the 0-5 age category and subtracting people from various other age cohorts based on age-specific death rates. While perhaps the most reliable, cohort survival population techniques limited by a lack of data and are also unable to predict population migration patterns into and out of the city.

Natural Increase and Migration

Data are not available for the city of Gainesville, but natural increase and net migration data are available for Hall County for the years 2010 to 2015, as shown in Table 6. Trends for Gainesville might be inferred from the county data. For the five-year period, net migration comprised 52.9% of Hall County’s population change. For the year 2014-2015, net migration comprised nearly two-thirds (65.4%) of the county’s population change.

Table 6
Natural Increase and Net Migration as Components of Population Change
Hall County, April 1, 2010 to July 1, 2015 and
July 1, 2014 to July 1, 2015

Component	Hall County, 2010-2015	% of Total Change, 2010-2015	Hall County, 2014-2015	% of Total Change, 2014-2015
Births	13,258	--	2,535	--
Deaths	6,894	--	1,480	--
Natural Increase	6,364	47.1%	1,055	34.6%
Net Migration	7,160	52.9%	1,997	65.4%
Total Change	13,524	100.0%	3,052	100.0%

Source: Carl Vinson Institute of Government and University of Georgia Extension. 2017. *The Georgia County Guide*, 35th edition. Compiled and edited by Jan Coyne, Holly Lynde, and Karen Stubbs. Original source: U.S. Census Bureau, Estimates of the Components of Population Change April 1, 2010 to July 1, 2015.

Note: For both time periods, the source shows total population changes in Hall County that differ from the totals derived here.

Table 7 provides projections of Gainesville's population based on separate components, natural increase and net migration. The method uses 2014-2015 rates of natural increase and net migration for Hall County reported in *The Georgia County Guide* (2017). It builds on the 2018 population projection as a base.

Table 7
Component Method of Population Projection
City of Gainesville, 2020 – 2040
(Total Population)

City of Gainesville	2020	2025	2030	2035	2040
Natural increase of 5.5 per 1,000 (annual, not annually compounded) during 5-year period	--	1,208	1,304	1,408	1,520
Increase from migration rate @ 10.4 per 1,000 (annual, not annually compounded) during 5-year period	--	2,285	2,467	2,663	2,875
Total population	43,954	47,447	51,218	55,289	59,684

A disadvantage of this method is that the vital statistics and migration data are only for one year and thus are unlikely to hold steady through a 20-year planning horizon. Annually compounding the rates would result in slightly higher numbers than shown. It is instructive to note that Gainesville's female Hispanic community is believed to have higher fertility rates than for the female population as a whole, both locally and nationally. This may mean that Gainesville has and will continue to witness a higher rate of natural increase than Hall County as a whole. For these reasons this method is thought to under-project the city's future population.

Ratio Method

Projections of population for Hall County are available from a variety of sources. This method of projecting population assumes that the city will increase total county population over time based on a variable ratio. In other words, as the county grows, so too will the city, and the city will capture a consistent percentage (or other variable ratio) of the county's growth.

Table 8 provides estimates and short-term projections of population for Hall County from the Georgia Public Library Service. According to these short-term projections, the annual rate of population change in the county has been steady in recent years, at about 1.65%.

Table 8
Short-term Population Estimates and Projections, 2015-2019, Hall County

Area	2015	2016	2017	2018	2019
Hall County	194,153	197,356	200,560	203,764	207,116
Annual rate of change	--	1.65%	1.62%	1.60%	1.65%

Source: Georgia Public Library Service, Georgia Residential Population Projections by County, 2015-2019. Downloaded from: http://www.georgialibraries.org/lib/stategrants_accounting/pop-projections.php

Table 9 provides population projections for Hall County (2020-2040) from two sources: The Georgia Governor's Office of Planning and Budget (OPB) (2015 series), and the Atlanta Regional Commission (ARC). Annual rates of growth are also shown. These data may be used to inform city-specific population projections.

Table 9
Population Projections, 2020-2040 Hall County

Area	2015	2020	2025	2030	2035	2040
Hall County (OPB)	193,535	210,467	227,478	244,958	280,791	318,828
Annual rate of change, 5-year period (OPB)	--	1.75%	1.62%	1.54%	2.93%	2.71%
Hall County (ARC)	200,586	231,962	255,986	280,010	304,034	328,058
Annual rate of change, 5-year period (ARC)	--	3.13%	2.07%	1.88%	1.72%	1.58%

Source: Carl Vinson Institute of Government and University of Georgia Extension. 2017. The Georgia County Guide, 35th edition. Compiled and edited by Jan Coyne, Holly Lynde, and Karen Stubbs. Original source for 2015 data: U.S. Census Bureau, Annual Estimates of the Resident Population: April 1, 2010 to July 1, 2015, released March 2016. Original source for 2020-2040 figures (OPB): Georgia Governor's Office of Planning and Budget, Georgia Residential Population Projections by County 2015-2050, 2015 Series. Original Source for 2015, 2020 and 2040 figures (ARC): Atlanta Regional Commission, 10 county employment and population forecasts.

Both sources suggest that the annual rate of population growth in Hall County in the future will surpass recent trends. The OPB projections for Hall County suggest that Hall County will increase in population faster than recent years through 2020 but growth then will slow to its earlier rate of population increase of about 1.62% in 2025 and slow further to 1.54% in 2030. Thereafter, Hall County's population, according to OPB projections, will increase with its highest rate of growth from 2030 to 2035 (2.93%) then slow slightly to an annual population growth rate of 2.71% from 2035 to 2040.

Projections of Hall County population by the Atlanta Regional Commission (ARC) suggest that Hall County's population will grow at a pace much faster than OPB predicts (an annual rate of 3.13% to 2020), then continue increasing at a rate higher than OPB's projection from 2020 to 2025 (2.07% annually). Note that we interpolated ARC data between the 2020 and 2040 projections, since data for the intervening years were not available.

Table 10 shows Gainesville's population projections, if one were to assume the city will maintain its current share of total county population (about 20.5%) into the future.

Table 10
Constant County Share Method of Population Projection
City of Gainesville, 2020 – 2040
(Total Population)

Area	2020	2025	2030	2035	2040
Hall County (OPB)	210,467	227,478	244,958	280,791	318,828
City of Gainesville (@ 20.5% of county total)	43,145	46,632	50,216	57,562	65,359
Hall County (ARC)	231,962	255,986	280,010	304,034	328,058
City of Gainesville (@ 20.5% of county total)	47,552	52,477	57,402	62,326	67,251

One of the arguments against this approach is that Hall County has a very large land area, and residential development is undoubtedly going to take place in unincorporated Hall County and other municipalities. This may mean, as in the case of employment, that population will decentralize over time and Gainesville's population will be a declining share of total county population. Arguments in favor of Gainesville maintaining a constant share of the county's population include the following: the city can annex additional land in the future; and Gainesville can attract growth with available sanitary sewer capacity. Further, Gainesville might even attract more than this share, given its desirable urban and suburban housing mixes and its employment densities.

Variable City Growth Rate Method

Another method of population projection for the city is that it will grow at certain variable percentage growth rates based on prior city growth trends and future trends as predicted by projections for Hall County. This approach is demonstrated in Table 11, using the 2018 population projection as a base (with a 3.3% annual growth rate used for 2019 and 2020). It is similar to, but not exactly the same as, the prior approach, since the growth rates for Hall County are implied in the prior approach and used to inform the growth rate for Gainesville in this approach.

Table 11
Variable City Growth Percentage Rate Method of Population Projection
City of Gainesville, 2020 – 2040
(Total Population)

City of Gainesville	2020	2025	2030	2035	2040
Annual percentage growth rate during upcoming five-year period	3.3%	1.8%	1.7%	2.5%	--
Total population	45,504	53,524	58,517	63,663	72,028

Residential Projects Under Construction and Approved for Construction

The community development department has supplied data on residential projects that are under construction or have been approved for construction, as well as a few other projects that are likely to take place in the next several years. These projects, with totals summarized in Table 12, do not exhaust the list of possible residential construction projects; however, they likely represent the bulk of new residential construction during the next five years and beyond. The list excludes “replacement” units, since an impact fee is not charged for such units.

Table 12
Anticipated Residential Projects, City of Gainesville

Type of Housing Unit	Net New Units	Number of Bedrooms	Estimated Persons Per Unit at Occupancy	Estimated Population at 100% Occupancy
Apartments	769	1,679	2.90	2,230
Condominiums	79	n/a	3.00	237
Assisted living units	325	325	1.00	325
Single-family detached	2,578	n/a	3.25	8,378
All Residential Shown	3,751	--	--	11,170

Estimated occupancy is a professional guess based on the type of unit described. Although Table 10 shows population at 100% occupancy, apartments will typically have vacancy rates of 10% or more except in tight housing markets. For single-family homes in subdivisions, it is typical to see a 2.5% to 4.0% vacancy rate. Also, the timing of these projects cannot be accurately predicted; some of the projects are very large and could take many years to build out, while others could easily be completed within the next five years.

METHODS COMPARISON

The city population projections derived from the various methods described above are consolidated for comparison purposes in Table 13.

Table 13
Comparison of Population Projection Methods
City of Gainesville, 2020-2040
(Total Population)

City of Gainesville	2020	2025	2030	2035	2040
Component method (Table 7)	43,954	47,447	51,218	55,289	59,684
Constant share method (OPB data) (Table 10)	43,145	46,632	50,216	57,562	65,359
Constant share method (ARC data) (Table 10)	47,552	52,477	57,402	62,326	67,251
Variable percentage growth rate method (Table 11)	45,504	53,524	58,517	63,663	72,028

Based on further analysis of these results, the population and housing projections proposed for the Capital Improvements Element are provided in Table 14.

Table 14
Population and Housing Projections, 2018-2038
City of Gainesville
(July 1 of Each Year)

Projection	2018	2023	2028	2033	2038
Total Population	42,600	50,000	54,500	58,500	64,000
Group Quarters Population	1,200	1,500	1,800	2,100	2,400
Household Population	41,400	48,500	52,700	56,400	61,600
Average Household Size	3.00	3.00	3.00	3.00	3.00
Households (Occupied Housing Units)	13,800	16,166	17,566	18,800	20,533
Housing Occupancy Rate (%)	92%	92%	92%	92%	92%
Housing Units	15,000	17,571	19,093	20,434	22,318

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TECHNICAL MEMORANDUM

TO: Jessica Tullar, AICP, Special Projects Coordinator, City of Gainesville

FROM: Jerry Weitz, PhD, FAICP, Principal

DATE: January 29, 2018

RE: Employment Forecasts in Support of an Updated Capital Improvements Element of the Gainesville Comprehensive Plan

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It is challenging to produce a reliable estimate of current employment within the City of Gainesville or any other city the size of Gainesville. Census data are available for employment by place of residence, but not place of work. Employment data (by place of work) are generally not compiled for cities and thus have to be estimated based on county totals. One exception is the 2012 economic census, which provides data for the City of Gainesville as an "economic place." A 2017 economic census has been or will soon be completed, but data are not yet available. The basic employment estimation and projection method for Gainesville thus involves estimating and forecasting county employment by industry, then estimating the City of Gainesville's share of total county employment by industry (a so-called "share" method).

Table 1 shows year-2012 data for the number of employees (by place of work) in Gainesville by industry sector (NAICS Code). Some of Gainesville's employment by industry percent shares of total county employment by industry are available, but not others (omissions are due to reporting and confidentiality limitations). Data for some industries can be derived from the 2012 Economic Census, while others have to be estimated (see Table 2).

Economic census data (Table 1) present an incomplete tally of employment; they do not include government employees, establishments without payroll, and self-employed persons. The 2012 Economic Census data therefore must be supplemented with governmental employment data and self-employed data.

Another substantial limitation of Table 1 data is that the 2012 data cannot be assumed to hold true into the future. Another way of checking or deriving city shares of county employment data is to examine zip code employment data published by the U.S. Census Bureau in County Business Patterns. The City of Gainesville is spread across several zip codes as shown in Table 3.

Table 1
Employment by Industry, Gainesville and Hall County, and City Share of County Employment, 2012

NAICS	Industry	2012 Gainesville	2012 Hall County	2012 City Share of County (%)
22	Utilities	c (100-249)	139	n/a
23	Construction	n/c	n/c	n/a
31-33	Manufacturing	8,909	17,020	52.3%
42	Wholesale trade	g (1000-2499)	3,265	n/a
44-45	Retail trade	3,927	7,640	51.4%
48-49	Transportation and warehousing	755	2,220	34.0%
51	Information	472	669	70.5%
52	Finance and insurance	1,476	1,972	74.8%
53	Real estate and rental and leasing	254	450	56.4%
54	Professional, scientific and technical services	888	g (1000-2499)	n/a
55	Management of companies and enterprises	n/c	n/c	n/c
56	Administrative and support and waste management and remediation services	2,383	4,432	53.8%
61	Educational services	70	198	35.3%
62	Health care and social assistance	i (5000-9999)	9,275	n/a
71	Arts, entertainment and recreation	c (100-249)	751	n/a
72	Accommodation and food services	2,837	4,742	59.8%
	Leisure and hospitality	n/c	n/c	n/c
81	Other services (except public administration)	533	1,193	44.7%
99	Unclassified	n/c	n/c	n/c

Legend: c = 100 to 249 employees g = 1,000 to 2,499 employees i = 5,000 to 9,999 employees

Source: U.S. Census Bureau, American Fact Finder. 2012 Economic Census of the United States. All Sectors: Geographic Area Series: Economy-wide Key Statistics: 2012 (Table EC1200A1) (2012 data, Release Date: 10/09/2015).

Table 2
Forecasted City Share of County Employment by NAICS Code, 2017

NAICS	Industry	2017 Estimated City Share of County
22	Utilities	40%
23	Construction	50%
31-33	Manufacturing	50%
42	Wholesale trade	50%
44-45	Retail trade	50%
48-49	Transportation and warehousing	32%
51	Information	65%
52	Finance and insurance	70%
53	Real estate and rental and leasing	50%
54	Professional, scientific and technical services	50%
55	Management of companies and enterprises	50%
56	Administrative and support and waste management and remediation services	50%
61	Educational services	30%
62	Health care and social assistance	85%
71	Arts, entertainment and recreation	30%
72	Accommodation and food services	55%
81	Other services (except public administration)	45%
--	Government	60%

Table 3
Total Employment, Gainesville Zip Codes and Hall County
and Percent Share of Total County Employment
2005, 2010, and 2015
(Excludes government and establishments without payroll)

Zip Code	2005	%	2010	%	2015	%
30501	31,602	53.2	30,090	52.0	35,328	48.9
30503	2,620	4.4	2,255	3.9	2,422	3.4
30504	6,050	10.2	5,765	10.0	7,872	10.9
30506	2,303	3.9	2,289	4.0	2,546	3.5
30507	3,514	5.9	3,113	5.4	5,108	7.1
Subtotal	46,089	77.6	43,512	75.3	53,276	73.8
Hall County	59,430	100%	57,810	100%	72,187	100%

Source: U.S. Census Bureau, Zip Code Business Patterns, 2005, 2010, and 2015.

Importantly, Table 3 data reveal trends over time. In particular, it is important to note that the economy of Hall County is decentralizing in many major respects. While Gainesville will remain a regional center for employment, many industry sectors are decentralizing into unincorporated areas and other Hall County municipalities – including manufacturing, retail trade, and warehousing in particular. Table 3 data show that it would be unreliable to assume the Gainesville city limits will maintain the same (constant) share of employment in various industry sectors as it did in 2012. In other words, declining percentage shares of total county employment are anticipated over time, given the general force of decentralization and growth trends in south Hall County outside Gainesville.

A major limitation of Table 3 data is that the city limit geography is not the same as zip code geography. To be useful, zip code geographies must be reconciled with city limit geography. Even with use of a Geographic Information System, such reconciliation would be imprecise. Table 4 provides a forecast of percent shares of total employment within the City of Gainesville by zip code, based on cursory review of a city limits map in relation to zip code boundaries. Table 4 data also provide an estimate of employment, excluding government employees and self-employed persons, in the City of Gainesville in 2015 (place of work).

Table 4
Estimated City Share of Total Employment by Zip Code
(Excludes government and establishments without payroll)

Zip Code	Estimated % of Zip Code in City	Estimated Employment in Gainesville (2015)
30501	90%	31,795
30503	100%	2,422
30504	95%	7,478
30506	0%	0
30507	20%	1,021
Estimated employment in City of Gainesville	--	42,716
% of County Employment in City of Gainesville		59.2%

Source: Jerry Weitz & Associates, Inc., January 2018, based on U.S. Census Bureau, Zip Code Business Patterns, 2015

As noted above, the method used here is to estimate and project county employment by industry, then estimate the city of Gainesville's share of county employment.

Table 5 provides employment by industry for Hall County from three sources: County Business Patterns for the year 2015 (which excludes government employees and establishments without payroll), the Georgia Department of Labor (2017 data), and the U.S. Bureau of Labor Statistics (2017 data). The latter two include government employment which helps to complete the employment picture that cannot be done via census bureau data alone. The Georgia Department of Labor and U.S. Bureau of Labor Statistics data are similar but have some differences in terms of categorization. Reporting both, which have similar data, increases reliability.

Excluding self-employed persons, there were approximately 85,500 jobs in Hall County in the year 2017. These Table 5 data provide the primary basis for estimating ahead the 2018 (first year) employment data for Gainesville. Table 5 data also might reveal trends, such as the orders of magnitude of recent increases in employment by industry. However, caution is urged when trying to decipher trends over time, since the 2015 source of data is different than the two 2017 sources of data. Plus, the classifications also differ by source.

Table 5
Employment by Industry, Hall County, 2015 and 2017

NAICS	Industry	2015 Hall County (CBP)	2017 Hall County (Ga. Dept. Labor)	2017 Hall County (BLS)
22	Utilities	119	161	161
23	Construction	2,955	3,983	4,066
31-33	Manufacturing	19,376	19,844	19,951
42	Wholesale trade	3,555	4,480	4,462
44-45	Retail trade	8,354	8,465	8,459
48-49	Transportation and warehousing	3,071	2,705	2,713
51	Information	729	519	517
52	Finance and insurance	2,219	2,352	2,350
53	Real estate and rental and leasing	569	559	576
54	Professional, scientific and technical services	1,789	1,744	1,732
55	Management of companies and enterprises	1,297	920	922
56	Administrative and support and waste management and remediation services	4,680	5,159	5,319
61	Educational services	1,443	889	821
62	Health care and social assistance	12,736	13,089	13,097
71	Arts, entertainment and recreation	763	1,043	1,111
72	Accommodation and food services	5,898	7,009	7,158
	Leisure and hospitality	n/c	n/c	8,269
81	Other services (except public administration)	2,542	1,617	1,624
99	Unclassified	0	191	194
	Government	n/a	10,444	n/a
	Government, federal	n/a	n/c	463
	Government, state	n/a	n/c	2,417
	Government, local	n/a	n/c	7,364
	Total Employment	72,187	85,431	85,746

Legend: n/c = not classified

Sources: U.S. Census Bureau, American Fact Finder. Geographic Area Series: County Business Patterns, 2015 data. Georgia Department of Labor, Area Labor Profile 2017 (2017 data). U.S. Department of Labor, Bureau of Labor Statistics, Quarterly Census of Employment and Wages, 2017 2nd Quarter (Hall County data – June reported).

It is therefore useful to apply employment forecasts by industry that are based on forecasted employment trends nationally and statewide. Table 6 provides data to assist in forecasting employment by industry locally. The rationale for compiling these U.S. and Georgia employment change rates is that local economies will typically track relatively closely with the national or state economy, or both.

The sources in Table 6 are not the same and the classifications also may differ, leading to comparability issues. The time frames are also different. Employment by industry in Georgia is forecasted to be faster growing in most industry sectors than nationally. This is reasonable considering Georgia is a relatively fast-growing southern state and some states in the U.S. have declining populations and employment levels. One may make adjustments for local conditions, and upward forecasts are justified given Gainesville's location in a fast-growing metropolitan area of Georgia, and given Gainesville is a regional center serving multiple counties.

Table 6
National and State Employment Annual Rate of Employment Change by Industry
2016-2026 and 2014-2024, Respectively

NAICS	Industry	U.S. 2016-2026 Annual Change (%)	GA 2014-2024 Annual Change (%)	Forecasted Annual Change to 2025, Hall County and Gainesville
22	Utilities	0.1%	0.4%	0.5%
23	Construction	1.2%	2.0%	2.0%
31-33	Manufacturing	-0.6%	0.1%	0.2%
42	Wholesale trade	0.2%	1.0%	1.0%
44-45	Retail trade	0.3%	1.0%	1.2%
48-49	Transportation and warehousing	0.7%	0.4%	0.5%
51	Information	0.2%	0.8%	0.6%
52	Finance and insurance	0.6%	1.1%	1.2%
53	Real estate rental and leasing	n/a	n/a	1.2%
54	Professional and business services	1.0%	1.8%	1.6%
55	Management of companies and enterprises	n/a	n/a	1.0%
56	Administrative and support and waste management and remediation services	n/a	n/a	1.0%
61	Educational services	1.3%	1.4%	1.4%
62	Health care and social assistance	1.9%	2.7%	2.9%
71	Arts, entertainment and recreation	n/a	n/a	1.0%
72	Accommodation and food services	n/a	n/a	1.0%
--	Leisure and hospitality	0.8%	1.2%	n/a
81	Other services (except public administration)	0.5%	-0.1%	0.0%
--	Government, federal	-0.2%	0.3%	n/a
--	Government, state	0.4%	0.3%	n/a
--	Government, local	0.4%	0.3%	n/a
--	Government, all categories	n/a	n/a	0.3%

Source: U.S. Department of Labor, Bureau of Labor Statistics, Employment Projections Program. Employment Projections: Employment by Major Industry Sector (Table 2.1). October 24, 2017. (U.S. Data). Georgia Department of Labor. Georgia Workforce Trends: An Analysis of Long-term Employment Projections to 2024 (10-year percentages annualized by Jerry Weitz & Associates, Inc.). Hall County and Gainesville forecasts by Jerry Weitz & Associates, January 2018.

Table 7
Forecasts of Employment by Industry
Hall County, 2018-2038

Industry	2018	2023	2028	2033	2038
Utilities	162	166	170	174	178
Construction	4,104	4,514	4,966	5,463	6,009
Manufacturing	19,940	20,139	20,340	20,543	20,748
Wholesale trade	4,515	4,741	4,978	5,227	5,488
Retail trade	8,562	9,076	9,621	10,198	10,810
Transportation and warehousing	2,724	2,792	2,862	2,934	3,007
Information	521	537	553	570	587
Finance and insurance	2,379	2,521	2,672	2,832	3,002
Real estate rental and leasing	572	606	642	681	722
Professional and business services	1,763	1,904	2,056	2,220	2,398
Management of companies and enterprises	930	977	1,026	1,077	1,131
Administrative and support and waste management and remediation services	5,291	5,556	5,834	6,126	6,432
Educational services	862	922	987	1,056	1,130
Health care and social assistance	13,477	15,431	17,668	20,230	23,163
Arts, entertainment and recreation	1,111	1,167	1,225	1,286	1,350
Accommodation and food services	7,171	7,530	7,907	8,302	8,717
Other services (except public administration)	1,620	1,620	1,620	1,620	1,620
Government, all categories	10,375	10,531	10,689	10,849	11,012
TOTAL, ALL EMPLOYMENT	86,079	90,730	95,816	101,388	107,504

Source: Jerry Weitz & Associates, Inc., January 2018.

Table 8
Forecasted Shares of Total County Employment by Industry
City of Gainesville, 2018-2038

Industry	2018	2023	2028	2033	2038
Utilities	40%	40%	38%	37%	36%
Construction	50%	48%	46%	44%	43%
Manufacturing	50%	48%	46%	44%	43%
Wholesale trade	50%	48%	46%	44%	43%
Retail trade	50%	48%	45%	43%	42%
Transportation and warehousing	32%	32%	31%	31%	30%
Information	65%	62%	60%	59%	58%
Finance and insurance	70%	69%	67%	66%	66%
Real estate and rental and leasing	50%	48%	46%	44%	43%
Professional, scientific and technical services	50%	48%	46%	44%	43%
Management of companies and enterprises	50%	48%	46%	44%	43%
Administrative and support and waste management and remediation services	50%	48%	46%	44%	43%
Educational services	30%	30%	30%	28%	28%
Health care and social assistance	85%	82%	79%	77%	75%
Arts, entertainment and recreation	30%	30%	30%	28%	28%
Accommodation and food services	55%	52%	50%	48%	47%
Other services (except public administration)	45%	45%	45%	45%	45%
Government, all categories	60%	59%	58%	56%	55%

Source: Jerry Weitz & Associates, Inc., January 2018.

Table 9
Forecasts of Employment by Industry
City of Gainesville, 2018-2038

Industry	2018	2023	2028	2033	2038
Utilities	65	66	65	64	64
Construction	2,052	2,167	2,284	2,403	2,583
Manufacturing	9,970	9,666	9,356	9,038	8,922
Wholesale trade	2,258	2,276	2,289	2,300	2,360
Retail trade	4,281	4,356	4,329	4,385	4,540
Transportation and warehousing	872	893	887	910	902
Information	339	333	332	336	340
Finance and insurance	1,665	1,739	1,790	1,869	1,981
Real estate rental and leasing	286	291	295	300	310
Professional and business services	882	914	946	977	1,031
Management of companies and enterprises	465	469	472	474	486
Administrative and support and waste management and remediation services	2,646	2,667	2,684	2,695	2,766
Educational services	259	277	296	296	316
Health care and social assistance	11,455	12,653	13,958	15,577	17,372
Arts, entertainment and recreation	333	350	368	360	378
Accommodation and food services	3,944	3,916	3,953	3,985	4,097
Other services (except public administration)	729	729	729	729	729
Government, all categories	6,225	6,213	6,199	6,075	6,057
TOTAL, ALL EMPLOYMENT	48,726	49,975	51,232	52,773	55,234
CITY SHARE OF TOTAL COUNTY EMPLOYMENT	56.6%	55.1%	53.5%	52.1%	51.4%

Source: Jerry Weitz & Associates, Inc., January 2018.

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/19/2018

Presenter: Matt Tate

Item of Business: Request from **KRM 2016, LLC** to rezone a 0.855± acre tract located on the northeast and northwest side of the intersection of Athens Street and Mill Street (a/k/a **827, 831 and 851 Athens Street, SE**) from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II). **Ward Number: Three.** Tax Parcel Number(s): 01-034-006-009 and 010; 01-034-001-013. **Request: Five residential duplexes.**

Meeting Date: 12/4/2018

Purpose of Request:

The applicant is proposing to rezone the subject properties from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II) for the purpose of constructing five residential duplexes. The properties are undeveloped but previously contained residential structures many years ago. According to the applicant, the main purpose for the development is to provide affordable quality housing that are architecturally consistent with the neighborhood. The applicant desires to subdivide the existing parcels and position the homes in the same manner as the other homes on Mill Street. Each home will be constructed with fiber-cement siding on all four sides and each unit will be approximately 1,100 square feet in size with two bedrooms/two baths and two parking spaces per unit. A total of five driveways are proposed off of Mill Street and two driveways are proposed on Athens Street in order to accommodate parking for the first two units. Adjacent and nearby uses include single-family homes, Harper-Smith historic house, Newell Recycling Scrap Iron & Metal, Fockele Garden Company and Burger King restaurant.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Staff and PAB recommended approval with four conditions. See PAB Recommendation Report for details and excerpts from the meeting minutes.

SAMPLE MOTIONS

Approval of Ordinance 2018-32:
I move to approve the ordinance to rezone the subject property from Residential-II and Heavy Industrial to Residential-II with four conditions as presented.

Denial of the Request:
I move to deny this request.

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
Legal Ad	Legal Ad
PAB Recommendation Report	Report
Ord. 2018-32 Rezoning	Ordinance
Location Maps	Backup Material
Narrative	Backup Material
Site Plan	Backup Material
Architectural Renderings	Backup Material
Comment from Area Residential	Backup Material

COMBINED LEGAL AD
Gainesville Planning and Appeals Board
Gainesville City Council

Publish Sunday, October 28, 2018
THE TIMES

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING

Notice is hereby given that the **Gainesville Planning and Appeals Board** will conduct a public hearing on **Tuesday, November 13, 2018** at **5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

1) Request from **KRM 2016, LLC** to rezone a 0.855± acre tract located on the northeast and northwest side of the intersection of Athens Street and Mill Street (a/k/a **827, 831 and 851 Athens Street, SE**) from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II).
   Ward Number: Three
   Tax Parcel Number(s): 01-034-006-009 and 010; 01-034-001-013
   Request: Five residential duplexes

2) Request from **Southeastern Land Solutions, LLC** to amend the existing Planned Unit Development (P-U-D) zoning on a 1.34± acres tract located on the northwest side of the intersection of McEver Road and Stephens Road (a/k/a **0 McEver Road, SW**).
   Ward Number: Four
   Tax Parcel Number(s): 08-042B-000-180
   Request: Five single-family lots

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE GAINESVILLE ZONING MAP

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, December 4, 2018** at **5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

1) Request from **KRM 2016, LLC** to rezone a 0.855± acre tract located on the northeast and northwest side of the intersection of Athens Street and Mill Street (a/k/a **827, 831 and 851 Athens Street, SE**) from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II).
   Ward Number: Three
   Tax Parcel Number(s): 01-034-006-009 and 010; 01-034-001-013
   Request: Five residential duplexes

2) Request from **Southeastern Land Solutions, LLC** to amend the existing Planned Unit Development (P-U-D) zoning on a 1.34± acres tract located on the northwest side of the intersection of McEver Road and Stephens Road (a/k/a **0 McEver Road, SW**)
   Ward Number: Four
   Tax Parcel Number(s): 08-042B-000-180
   Request: Five single-family lots

Additional information is available from the Community Development Department, Planning Division, by calling 770-531-6570.

NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating $250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA § 36-67A-3 3 {c})

GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION

Applicant and Property Owner..... KRM 2016 LLC

Location..... 827, 831 and 851 Athens Street SE

Request..... Rezone from R-II and H-I to R-II

Total Acres ..... 0.855± acre

Ward..... Three

Proposed Use..... Five residential duplexes

Planning Division Staff Recommendation ..... **Approval, with conditions**

Planning and Appeals Board Recommendation.... **Approval, with conditions**

Date..... November 13, 2018

- ***Applicant's Proposal and Background Information***

The proposal is to rezone the subject properties from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II) for the purpose of constructing five residential duplex homes for rent. The properties are currently undeveloped but previously contained residential structures many years ago. According to the applicant, the main purpose for the development is to provide affordable quality housing that is architecturally consistent with the neighborhood. The applicant desires to subdivide the existing parcels and position the homes in the same manner as the other homes on Mill Street. In order to do so, future setback variances will be necessary to construct the homes closer to the street. Each home will be constructed with fiber-cement siding on all four sides and each unit will be approximately 1,100 square feet in size with two bedrooms/two baths and two parking spaces per unit. The elevation of the homes will not exceed 1.5 stories. A total of five driveways are proposed off of Mill Street and two driveways are proposed on Athens Street in order to accommodate parking for the first two units. Solid waste service will be provided by the City of Gainesville.

- ***Adjacent Land Use and Zoning***

Location	Use	Zoning
North	Single-family homes	Neighborhood Conservation (N-C)
South	Burger King restaurant; Fockele Garden Company	Heavy Industrial (H-I)
East	Newell Recycling Scrap Iron & Metal	Heavy Industrial (H-I)
West	Harper-Smith historic house	Heavy Industrial (H-I)

- ***Other Departmental Comments***

There were no other departmental comments regarding this request.

- ***Zoning History***

The following zoning actions have taken place in the immediate area during the last ten years:

2016 – A request by the Gainesville Housing Authority to rezone 11.671± acres located at 233, 240, 315, and 323 Atlanta Street; 207, 209, 221, 223 and 229 Summit Street from Residential-II (R-II), Neighborhood Business (N-B) and General Business (G-B) to Planned Unit Development (P-U-D) for low income apartments was approved with conditions. The request also included the abandonment of a 0.603± acre portion of Atlanta Street right-of-way.

2010 – A request by My Sister's Place of Gainesville, Inc. for a Special Use for a crisis center for women and children on 1.17± acres located at 2480 Martin Luther King, Jr. Blvd. within Residential-II (R-II) zoning was approved with conditions.

2009 – A request by the City of Gainesville to rezone 28.63± acres (129 Parcels) located between the southeast side of Jesse Jewell Parkway and E. E. Butler Parkway, having road frontage along Boone Street, Carlton Street, Chamblee Court, College Avenue, Fair Street, High Street, Hobbs Alley, Hunter Street, Prior Street, Summit Court, Summit Street, and Watson Place, from Residential-II (R-II) and Planned Unit Development (P-U-D) to Neighborhood Conservation (N-C) was approved with conditions.

- ***Staff Analysis***

(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

The surrounding area consists of a mixture of residential, commercial and industrial uses including single-family homes, Harper-Smith historic house, Newell Recycling Scrap Iron & Metal, Fockele Garden Company and Burger King restaurant. While the majority of the property is zoned for heavy industrial purposes, the proposal for residential duplexes is more suitable with the residential properties located along Mill Street.

(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

The proposal is small in scale consisting of a total of five residential duplex homes constructed to resemble single-family residences. Given the close proximity of existing residential homes, the proposal would appear to be a good transition from the adjacent commercial and industrial uses to the existing single-family residential homes along Mill Street. There should be no adverse impacts to the neighborhood as the duplex homes will be of similar scale/architecture as the adjacent single-family homes.

(3) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

The Gainesville 2030 Future Development Map for the City of Gainesville places the subject property within the *Mixed Use General* land use category. This category includes areas containing or planned for a mixture of land uses including office, neighborhood retail, and residential.

According to the Character Area map for the City of Gainesville, the subject property is located within the *Traditional Neighborhoods* Character Area specifically within the *Fair Street Area NPU subarea*. The vision for this area affirms the traditional single-family character of the neighborhood through goals of historic preservation, architectural standards, code enforcement, and increased safety and beautification. Land uses allowed within this subarea include medium-density residential, public, institutional, parks/recreation/conservation, mixed-use and commercial limited to the fringe of arterial corridors. It appears the proposed use with the recommended conditions is compatible with the purpose and intent of the Comprehensive Plan.

(4) Are there substantial reasons why the property cannot or should not be used as currently zoned?

The applicant is proposing to downzone the balance of the property from H-I to R-II for a residential development. The majority of the property could be developed for industrial or commercial purposes under its current zoning which would seem to be less desirable to the neighborhood. There is a portion of the property zoned R-II which currently allows for a residential use such as a duplex. It appears the proposal is reasonable as the property has historically functioned as a residential use. The proposed development will provide for much needed quality housing downtown with an overall density range of 11.69 dwelling units per acre.

(5) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

City water, sewer and public safety services are currently provided to the property. Gainesville Fire Station #1 is located off of Queen City Parkway and is approximately 1.25± miles from the subject property.

The proposal will slightly increase ingress and egress traffic movements along Mill Street and Athens Street. According to the Institute of Transportation Engineers (ITE) Trip Generation Handbook (9th Edition), the five residential duplexes on average could generate 67± new trips per day, 6± A.M. and 7± P.M. peak hour trips.

The proposal will have minimal impacts on the Gainesville City School System given there are only 10 residential units proposed. Nearby residential uses have children that attend City schools.

(6) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties?

The Comprehensive Plan identifies the need for quality housing that meets the needs of different household types, sizes and incomes. The subject property is conducive for residential purposes as it is situated within an area that is walkable to Desota Park, Boys and Girls Club, Fair Street School, community churches and employment opportunities. Development along Mill Street corridor has mostly been limited to single-family homes. The existence of commercial and industrial is expected to remain along Athens Street due to the nearby railroad and its proximity to the intersection of E.E. Butler Parkway and Martin Luther King, Jr. Boulevard.

(7) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Based on the Comprehensive Plan and the adjacent mixture of uses, the proposed rezoning request with the recommended conditions appears to reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property.

- ***Staff Recommendation***

The Planning Division staff is recommending **conditional approval** of this rezoning request based on the Comprehensive Plan and the adjacent mixture of uses.

Conditions

1. **The proposed duplex structures shall be generally consistent with the standards depicted on the pictures provided with this application not to exceed a maximum of 1.5 stories in height with a minimum 3:12 pitched roof. The exterior walls shall consist of cementitious siding materials with a minimum 3-foot high brick water table on the front and side exterior walls of the structure. In addition, each unit shall include a covered front porch.**
2. **The developer shall provide for a frontage landscape area along Athens Street which may include trees/shrubs and a decorative fence consisting of brick, wrought iron, aluminum or vinyl materials not to exceed 4-feet in height. The location, spacing, size and type of trees/shrubs planted and fence shall be subject to Community Development Department Director approval.**

3. **All driveway locations shall be submitted for review by the Gainesville Public Works Director, and approval of said design shall be required prior to issuance of a building permit. Any required access/traffic/sidewalk improvements associated with the proposed development shall be at the full expense of the developer/property owner.**
4. **An updated survey/plat of the subject properties shall be recorded prior to obtaining a Certificate of Occupancy.**

Excerpts from the November 13, 2018 PAB Meeting Minutes

Applicant Presentation: Eddie Martin, Jr., 946 Lanier Avenue, stated that he would like to add more homes in the Gainesville city limits by creating the same consistent homes that already exist down Athens Street and Mill Street.

FAVOR: None

OPPOSE: Vickie Smith, 3872 Fieldgreen Court, stated she was against adding more housing in the area of Mill Street. She expressed concern of adding congestion to an already heavy populated area.

Dorothy Bolden, 2940 Maverick Trail, stated that the proposed area is already congested enough due to traffic and on-street parking. She stated that the area is full of elderly residents including her mom. Her concern is that the duplexes would be too close to her mom's backyard and her mom's safety would be at risk. She added that she has no idea the population of tenants these homes would bring and it is causing more stress for the elderly residents that currently live in the area.

Planning and Appeals Board Comments: Vice-Chair Fleming questioned Mr. Martin on the price point for the monthly rentals for these units. Mr. Martin stated the price would be from $800-$900 dollars per month. Mr. Martin also added he is staying with the one level type homes to attract more of an elderly cliental.

Vice-Chair Fleming also questioned what else could possibly be built at the property as currently zoned. Planning Manager Matt Tate replied that most of the property is zoned for heavy industrial and/or office/commercial which could affect traffic even more than the proposed plans.

There was a motion to recommend conditional approval to rezone the subject property from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II) for five residential duplexes with the following conditions:

<u>Conditions</u>

1. **The proposed duplex structures shall be generally consistent with the standards depicted on the pictures provided with this application not to exceed a maximum of 1.5 stories in height with a minimum 3:12 pitched roof. The exterior walls shall consist of cementitious siding materials with a minimum 3-foot high brick water table on the front and side exterior walls of the structure. In addition, each unit shall include a covered front porch.**
2. **The developer shall provide for a frontage landscape area along Athens Street which may include trees/shrubs and a decorative fence consisting of brick, wrought iron, aluminum or vinyl materials not to exceed 4-feet in height. The location, spacing, size and type of trees/shrubs planted and fence shall be subject to Community Development Department Director approval.**

3. **All driveway locations shall be submitted for review by the Gainesville Public Works Director, and approval of said design shall be required prior to issuance of a building permit. Any required access/traffic/sidewalk improvements associated with the proposed development shall be at the full expense of the developer/property owner.**
4. **An updated survey/plat of the subject properties shall be recorded prior to obtaining a Certificate of Occupancy**.

Motion made by Board Member White
Motion seconded by Board Member Fleming
Vote – 4 favor, 1 recusal (Martin), 2 absent (Simmons, Thompson)

Passed: _____

AN ORDINANCE

No. 2018-32

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY CHANGING THE ZONING ON A 0.855± ACRE TRACT LOCATED ON THE NORTHEAST AND NORTHWEST SIDE OF THE INTERSECTION OF ATHENS STREET AND MILL STREET (A/K/A 827, 831 AND 851 ATHENS STREET, SE) FROM RESIDENTIAL-II (R-II) AND HEAVY INDUSTRIAL (H-I) TO RESIDENTIAL-II, WITH CONDITIONS (R-II-c); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to Zoning Map)

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

SECTION I.

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **Residential-II, with conditions (R-II-c):**

Conditions

1. **The proposed duplex structures shall be generally consistent with the standards depicted on the pictures provided with this application not to exceed a maximum of 1.5 stories in height with a minimum 3:12 pitched roof. The exterior walls shall consist of cementitious siding materials with a minimum 3-foot high brick water table on the front and side exterior walls of the structure. In addition, each unit shall include a covered front porch.**
2. **The developer shall provide for a frontage landscape area along Athens Street which may include trees/shrubs and a decorative fence consisting of brick, wrought iron, aluminum or vinyl materials not to exceed 4-feet in height. The location, spacing, size and type of trees/shrubs planted and fence shall be subject to Community Development Department Director approval.**
3. **All driveway locations shall be submitted for review by the Gainesville Public Works Director, and approval of said design shall be required prior to issuance of a building permit. Any required access/traffic/sidewalk improvements associated with the proposed development shall be at the full expense of the developer/property owner.**
4. **An updated survey/plat of the subject properties shall be recorded prior to obtaining a Certificate of Occupancy.**

ORDINANCE NO. 2018-32

Legal Description

Tracts 1 & 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 149, 9TH DISTRICT, CITY OF GAINESVILLE, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET (1/2" REBAR WITH A YELLOW CAP STAMPED "ROCHESTER–LSF000484") AT THE INTERSECTION OF THE WEST RIGHT OF WAY OF MILL STREET (APPARENT 40' RIGHT OF WAY) WITH THE NORTH RIGHT OF WAY OF ATHENS STREET (APPARENT 60' RIGHT OF WAY); THENCE ALONG THE NORTH RIGHT OF WAY OF ATHENS STREET (APPARENT 60' RIGHT OF WAY) FOR THE FOLLOWING TWO CALLS NORTH 70°20'19" WEST, 51.64 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW CAP STAMPED "ROCHESTER-LSF000484"); THENCE NORTH 70°20'19" WEST, 45.58 FEET TO AN IRON PIN FOUND (3/4" PIPE); THENCE LEAVING THE NORTH RIGHT OF WAY OF ATHENS STREET NORTH 29°22'31" EAST, 91.20 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW CAP STAMPED "ROCHESTER-LSF000484"); THENCE NORTH 29°22'31" EAST, 50.00 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW CAP STAMPED "ROCHESTER-LSF000484"); THENCE SOUTH 70°20'19" EAST, 97.22 FEET TO AN IRON PIN FOUND (3/4" OPEN TOP PIPE) ON THE WEST RIGHT OF WAY OF MILL STREET (APPARENT 40' RIGHT OF WAY); THENCE ALONG THE WEST RIGHT OF WAY OF MILL STREET (APPARENT 40' RIGHT OF WAY) SOUTH 29°22'31" WEST, 141.20 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 0.311 ACRES, OR 13,529 SQUARE FEET.

Tract 3

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LOTS 1, 2, AND 4, BLOCK "C", OF THE PATTERSON PLAT, LOCATED IN LAND LOT 149, 9TH DISTRICT, CITY OF GAINESVILLE, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET (1/2" REBAR WITH A YELLOW CAP STAMPED "ROCHESTER-LSF000484") AT THE INTERSECTION OF THE NORTH RIGHT OF WAY OF ATHENS STREET (APPARENT 60' RIGHT OF WAY) WITH THE EAST RIGHT OF WAY OF MILL STREET (APPARENT 40' RIGHT OF WAY); THENCE ALONG THE EAST RIGHT OF WAY OF MILL STREET (APPARENT 40' RIGHT OF WAY) NORTH 29°22'31" EAST, 210.90 FEET TO AN IRON PIN SET (1/2" REBAR WITH A YELLOW CAP STAMPED "ROCHESTER-LSF000484"); THENCE LEAVING THE EAST RIGHT OF WAY OF MILL STREET, AND ALONG LOT 5, BLOC "C", OF THE PATTERSON PLAT SOUTH 62°24'31" EAST, 143.58 FEET TO A CONCRETE MONUMENT FOUND; THENCE ALONG THE PROPERTY NOW OR FORMERLY OF BLAZE RECYCLING AND METALS, LLC THE FOLLOWING THREE CALLS SOUTH 31°27'38" WEST, 34.71 FEET TO A CONCRETE MONUMENT FOUND; THENCE NORTH 73°01'45" WEST, 30.01 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE SOUTH 29°31'40" WEST, 149.36 FEET TO AN IRON PIN FOUND (1/2" REBAR) ON THE NORTH RIGHT OF WAY OF ATHENS STREET (APPARENT 60' RIGHT OF WAY); THENCE ALONG THE NORTH RIGHT OF WAY OF ATHENS STREET (APPARENT 60' RIGHT OF WAY) NORTH 73°05'02" WEST, 115.26 FEET TO THE **POINT OF BEGINNING.**

SAID TRACT CONTAINS 0.544 ACRES, OR 23,696 SQUARE FEET.

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.

SECTION V.

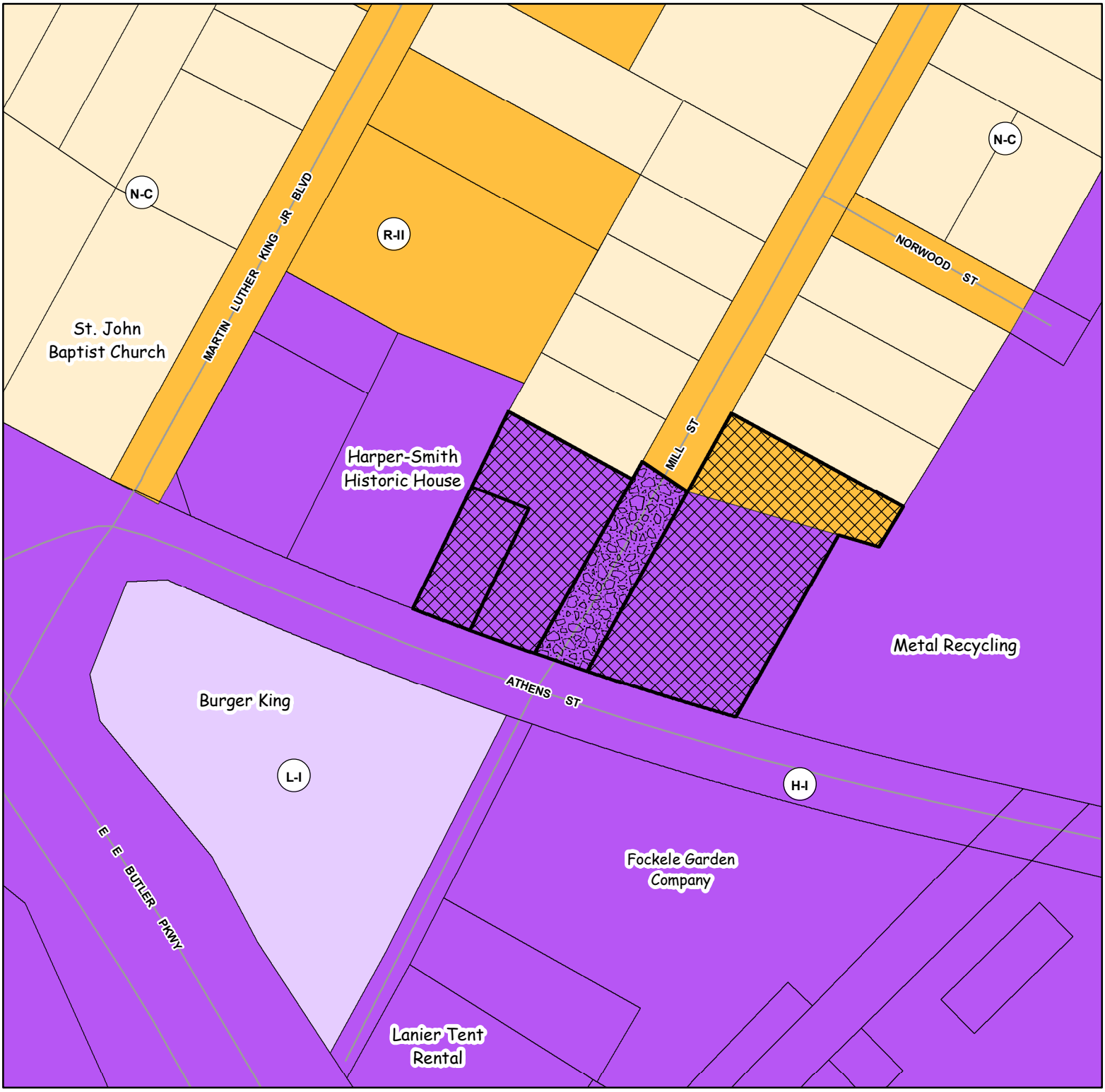
The effective date of this Ordinance shall be upon approval by the governing body of the City of Gainesville, Georgia.

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



Applicant:

KRM 2016, LLC

REZONING REQUEST

Request:

Rezone from R-II and H-I to R-II for five residential duplexes

Subject Area Address:

827, 831 & 851 Athens Street, SE

Meeting: 11/13/2018

Prepared: 10/24/2018

Gainesville Community Development Department

Subject Property

Right-of-Way to be Rezoned

N

0 60 120 180 240 Feet

1 " = 100 '

Tax Parcel:

01-034-006-009 and 010; 01-034-001-013

Applicant:

KRM 2016, LLC

REZONING REQUEST

Request:

Rezone from R-II and H-I to R-II for five residential duplexes

Subject Area Address:

827, 831 & 851 Athens Street, SE

Meeting: 11/13/2018

Prepared: 10/24/2018

Gainesville Community Development Department

Subject Property and Right-of-Way to be Rezoned

Aerial from 2015

N

0 60 120 180 240 Feet

1 " = 100 '

Tax Parcel:

01-034-006-009 and 010; 01-034-001-013

827, 831, 851 SE Athens Street

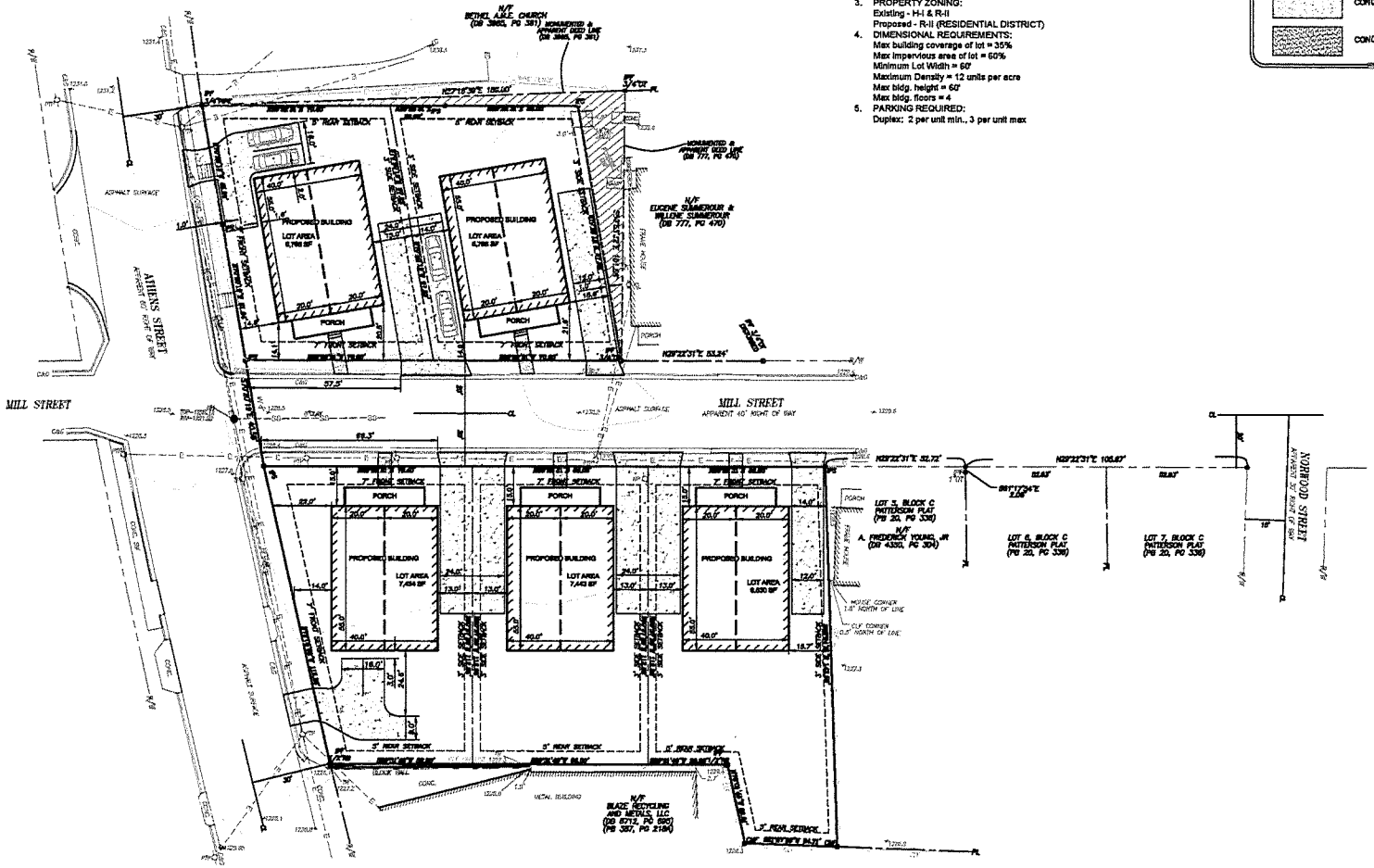
Redevelopment Narrative

The redevelopment project located at the corner of SE Athens Street and Mill Street contains 3 properties. The legal addresses are 827 SE Athens Street, 831 SE Athens Street, and 851 SE Athens Street. 827 Athens Street contains .094 acres or 4,096 square feet. 831 Athens Street contains .217 acres or 9,433 square feet. 851 Athens Street contains .544 acres or 23,696 square feet. The application for rezoning is to allow 5 single family duplexes (10 units total). The main purpose for this development is to provide affordable quality housing for residents of Gainesville. The zoning change request is from Heavy Industrial to R2.

This proposal is compatible with the purpose and intent of the Comprehensive Plan. As Mill Street is predominately residential and currently walkable in design, there will be no excessive impact or burden to public facilities and services. Individual units (around 1100 sf) will have 2 bedrooms thus attracting a rental market of older couples, newlywed couples, and single adults. All units will face Mill Street. The tenants will enter and exit on Mill St. with the exception of 2 of the 10, they will exit on Athens St. All parking is contained inside each lot because driveways are sufficient enough to not require on street parking. The buildings will be 1 story with fiber-cement lap siding on all 4 sides (a consistent look with existing homes) and 2 parking spaces per unit.

Public facilities, schools, water and sewer, police and fire, etc are all adequate to serve this development. Refuse containers will be properly screened and lighting will be controlled as to not adversely affect others. The height and size of the buildings is consistent with surrounding properties. The desire is to give the development an architectural style reminiscent of the houses currently exhibited on the street. Gainesville is in need of housing close to downtown. While single family houses and apartments are the most common developments, middle housing like duplexes are under-developed.

LEGEND
AI - ANGLE IRON FOUND
AKA - ALSO KNOWN AS
ACCP - ACCEPTED TYPE 2 CORRUGATED STEEL PIPE
BC - BACK OF CURB
BL - BUILDING SETBACK LINE
BWF - BARB WIRE FENCE
C&G - CURB & GUTTER
CIT - CRIMP TOP PIPE
CI - CURB INLET
CL - CENTER LINE
CLF - CHAIN LINK FENCE
CMF - CONCRETE MONUMENT FOUND
CMP - CORRUGATED METAL PIPE
CO - CLEAN OUT
CONC - CONCRETE
CORPS - ARMY CORPS OF ENGINEERS
DB/PG - DEED BOOK, PAGE
DI - DROP INLET
DIP - DUCTILE IRON PIPE
DS - DOWN SPOUT
DWCB - DOUBLE WING CATCH BASIN
EP - EDGE OF PAVEMENT
FFE - FINISH FLOOR ELEVATION
FH - FIRE HYDRANT
-G- - GAS LINE
GM - GAS METER
GP - GUY POLE
GV - GAS VALVE
GW - GUY WIRE
HC - HANDICAP
HW - HEADWALL
HWF - HOG WIRE FENCE
IE - INVERT ELEVATION
IPF - IRON PIN FOUND
IPS - IRON PIN SET
JB - JUNCTION BOX
LL - LAND LOT
LLL - LAND LOT LINE
LP - LIGHT POLE
MH - MANHOLE
MON - MONUMENT
N/F - NOW OR FORMERLY
OIT - OPEN TOP PIPE
PBX - POWER BOX / TRANSFORMER
-A- - OVERHEAD POWER LINE
-P/T- - GM POWER & TELE LINE
PL - PROPERTY LINE
PM - POWER METER
POB - POINT OF BEGINNING
PP - POWER POLE
PTP - POWER & TELEPHONE POLE
PVC - POLYVINYLCHLORIDE PIPE
RB - REINFORCING IRON BAR
RCP - REINFORCED CONCRETE PIPE
R/W - RIGHT OF WAY
-SS- - SANITARY SEWER LINE
SSE - SANITARY SEWER EASEMENT
SW - SIDEWALK
SWCB - SINGLE WING CATCH BASIN
TBM - TEMPORARY BENCHMARK
TBX - TELEPHONE BOX
TF - TRANSFORMER
TMH - TELEPHONE MANHOLE
TP - TELEPHONE POLE
TPOB - TRUE POINT OF BEGINNING
-T- - OVERHEAD TELEPHONE LINE
UP - UNDERGROUND POWER
UT - UNDERGROUND TELEPHONE
WI - WEIR INLET
-W- - WATER LINE
WM - WATER METER
WMH - WATER MANHOLE
WV - WATER VALVE



PROPERTY NOTES:
1. BOUNDARY, TOPOGRAPHIC & SITE DATA TAKEN FROM SURVEY PREFORMED BY ROCHESTER & ASSOC. DATED 08.06.18
2. NO FLOOD PLAIN PRESENT ONSITE (FEMA OR HALL FUTURE FLOOD).
3. PROPERTY ZONING:
   Existing - H-I & R-II
   Proposed - R-II (RESIDENTIAL DISTRICT)
4. DIMENSIONAL REQUIREMENTS:
   Max building coverage of lot = 35%
   Max impervious area of lot = 60%
   Minimum Lot Width = 60'
   Maximum Density = 12 units per acre
   Max bldg. height = 60'
   Max bldg. floors = 4
5. PARKING REQUIRED:
   Duplex: 2 per unit min., 3 per unit max

PAVING LEGEND
CONCRETE PAVEMENT
CONCRETE SIDEWALK

Rochester & Associates, Inc.
425 Oak Street N.W. • Gainesville, Georgia 30501
(770)718.0900 (770)536.9090 Fax • www.rochester-assoc.com

SITE LAYOUT EXHIBIT
FOR:
827, 831, & 851
SE ATHENS STREET
LOCATED IN:
LAND LOT 276, 7th DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

REV.	DATE	DESCRIPTION

REVISIONS

ANY CHANGES OR ALTERATIONS MADE TO THIS DOCUMENT WITHOUT THE WRITTEN APPROVAL OF ROCHESTER & ASSOCIATES, INC. WILL CAUSE THE ENGINEER OF RECORD TO BE RELEASED FROM ANY LIABILITY ARISING FROM SUCH CHANGES.

DRAWING SCALE: 1" = 40' 0' 20' 40'

SHEET 1 OF 1

DATE: 08.22.2018
DRAWN BY: JCT
JOB NO. C218000JOH
WRK NO. SITE
DWG NO. 825

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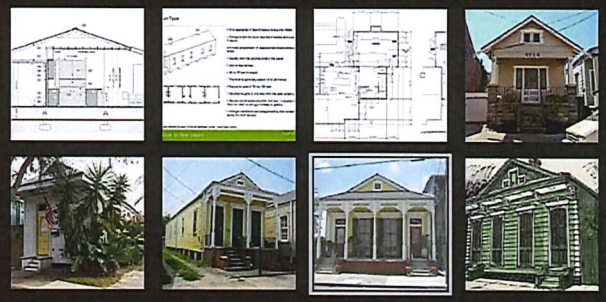

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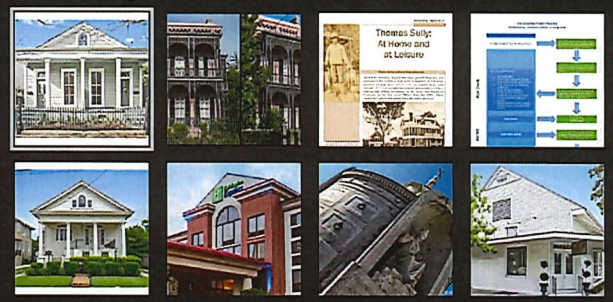

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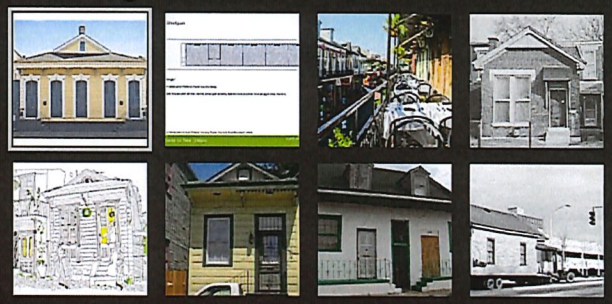

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COMMENT FORM

Date: October 30, 2018

From: Margaret Osborne
772 Fair Street

Request: KRM 2016, LLC
827, 831 and 851 Athens Street

Received By: Judy Foster

Mrs. Osborne called about a public notice letter she received in the mail and asked for clarification of the request. After the proposal was explained to her, she stated she would not be able to attend the public hearing but felt the rezoning from heavy industrial to residential on the north side of Athens Street was appropriate as requested by the applicant. However, she felt the south side of Athens Street should remain commercial (not a part of the request). She asked that her comments be made available to the Board.

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 11/19/2018

Presenter: Mate Tate

Item of Business: Request from **Southeastern Land Solutions, LLC** to amend the existing Planned Unit Development (P-U-D) zoning on a 1.34± acres tract located on the northwest side of the intersection of McEver Road and Stephens Road (a/k/a **0 McEver Road, SW**). **Ward Number: Four.** Tax Parcel Number(s): 08-042B-000-180. **Request: Five single-family lots.**

Meeting Date: 12/4/2018

Purpose of Request:

The applicant is proposing to amend part of an existing Planned Unit Development which was approved in 1999 and developed for the 177 lot Copper Springs subdivision. The subject property was to serve as a small neighborhood retail center but was never constructed. The applicant is proposing to include the subject property as part of a future 112-lot single-family home and 75 unit townhome development that recently received annexation/zoning approval within the City of Oakwood. Specifically, the property will be developed with five single-family lots but would remain in the City of Gainesville. The property is located within the Gateway Corridor Overlay Zone and the adjacent uses include single-family homes, gas station and undeveloped land.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Staff and PAB recommended approval with four conditions. See PAB Recommendation Report for details and excerpts from the meeting minutes.

SAMPLE MOTIONS

Approval of Ordinance 2018-33:
I move to approve the ordinance to amend the existing Planned Unit Development for the subject property for five single-family lots with four conditions as presented.

Denial of the Request:
I move to deny this request.

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
Legal Ad	Legal Ad
PAB Recommendation Report	Report
Ord. 2018-33 Zoning Amendment	Ordinance
Attachment A to Proposed Ordinance - Concept Plan	Attachments/Exhibits
Attachment B to Proposed Ordinance - Architectural Elevations	Attachments/Exhibits
Location Maps	Backup Material
Narrative	Backup Material
Survey	Backup Material
Site Plan	Backup Material
Letter from Gainesville City Schools	Backup Material
Architectuarl Renderings	Backup Material

COMBINED LEGAL AD
Gainesville Planning and Appeals Board
Gainesville City Council

Publish Sunday, October 28, 2018
THE TIMES

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING

Notice is hereby given that the **Gainesville Planning and Appeals Board** will conduct a public hearing on **Tuesday, November 13, 2018** at **5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

1) Request from **KRM 2016, LLC** to rezone a 0.855± acre tract located on the northeast and northwest side of the intersection of Athens Street and Mill Street (a/k/a **827, 831 and 851 Athens Street, SE**) from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II).
   Ward Number: Three
   Tax Parcel Number(s): 01-034-006-009 and 010; 01-034-001-013
   Request: Five residential duplexes

2) Request from **Southeastern Land Solutions, LLC** to amend the existing Planned Unit Development (P-U-D) zoning on a 1.34± acres tract located on the northwest side of the intersection of McEver Road and Stephens Road (a/k/a **0 McEver Road, SW**).
   Ward Number: Four
   Tax Parcel Number(s): 08-042B-000-180
   Request: Five single-family lots

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE GAINESVILLE ZONING MAP

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, December 4, 2018** at **5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

1) Request from **KRM 2016, LLC** to rezone a 0.855± acre tract located on the northeast and northwest side of the intersection of Athens Street and Mill Street (a/k/a **827, 831 and 851 Athens Street, SE**) from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II).
   Ward Number: Three
   Tax Parcel Number(s): 01-034-006-009 and 010; 01-034-001-013
   Request: Five residential duplexes

2) Request from **Southeastern Land Solutions, LLC** to amend the existing Planned Unit Development (P-U-D) zoning on a 1.34± acres tract located on the northwest side of the intersection of McEver Road and Stephens Road (a/k/a **0 McEver Road, SW**)
   Ward Number: Four
   Tax Parcel Number(s): 08-042B-000-180
   Request: Five single-family lots

Additional information is available from the Community Development Department, Planning Division, by calling 770-531-6570.

NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating $250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA § 36-67A-3 3 {c})

GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION

Applicant and Property Owner..... Southeastern Land Solutions, LLC

Location..... 0 McEver Road, SW

Request..... Amend Planned Unit Development (P-U-D) zoning

Total Acres ..... 1.34± acres

Ward..... Four

Proposed Use..... Five single-family lots

Planning Division Staff Recommendation ..... **Approval, with conditions**

Planning and Appeals Board Recommendation.... **Approval, with conditions**

Date..... November 13, 2018

- ***Applicant's Proposal and Background Information***

The applicant is proposing to amend the existing Planned Unit Development (P-U-D) zoning on a 1.34± acres tract to allow five single-family lots instead of a small neighborhood retail center. The subject property is currently within the city limits of Gainesville and was part of a larger planned development which includes the adjacent 177 lot Copper Springs Subdivision. The purpose of the request is to allow the subject property to be made part of the adjacent/future "Brannon Ridge" development recently annexed into Oakwood. The development is to consist of 112 single-family lots and 75 townhomes.

Each home will not exceed two stories in height with two-car garages on minimum lot sizes of 4,800 square feet (40' wide x 120' deep). The architecture of the single-family homes will have a craftsman style consisting of an earth tone color palate, a mixture of masonry materials, accented by wood trim, fiber cement siding, glass and metal building materials on the front elevations giving each and every home a signature look for Brannon Village. The side elevations will consist of a masonry water table up to 30" tall with the balance being of fiber cement siding. The rear elevations will consist of fiber cement siding to compliment the rest of the architectural features of the homes. Approximately 2.65± acres within the entire development will be useable green space. Buffers are to include a 15' landscape strip around the rear and side adjacent to residential properties, a 25' landscape strip around the entire frontage of the property fronting all three roads. Amenities are to include a swimming pool and clubhouse, a common mail kiosk, sidewalks throughout the community, and common storm water management facilities. Access to the subject property is proposed through the subdivision from Waverly Way which is a County road.

- ***Adjacent Land Use and Zoning***

Location	Use	Zoning
North	Copper Springs Single-family Sub.	Planned Unit Development (P-U-D) - City
South	Gas station	Commercial-1 (C-1) - Oakwood
East	Undeveloped land	Commercial-1 (C-1) - Oakwood
West	Single-family homes	Residential-I (R-I) - County Future Planned Unit Development (P-U-D)- Oakwood

- ***Other Departmental Comments***

The Gainesville Public Works Department states that all right-of-way, streets and solid waste pick-up should remain private.

The Gainesville Fire Department states that access to the City portion of the development would be a concern. The roadways should be built to City of Gainesville standards. Otherwise access will be necessary from McEver Road. There could also be some service delivery issues with the fire departments regarding jurisdiction with only five lots being covered by Gainesville and the rest covered by Hall County.

A letter from the Gainesville City School System was provided for this request which is included as an attachment. In summary, the letter states the proposed project would create a dually-served subdivision with Gainesville City School System students in the cul-de-sac and Hall County School System students in the remaining residences. The transportation logistics for serving both school systems are not feasible, if residences include school-age children. The applicants and subsequent home buyers should have official notifications of the school systems' zones of responsibility.

Zoning History

The following zoning actions have taken place in the immediate area during the last ten years:

2016 – A request by Butler Property, LLC to amend a 92.06± acres portion of a Planned Unit Development located at 3035 Old Oakwood Road and 3523 Mountain View Road was approved with conditions for single-family homes, multi-family apartments, office/warehouse and commercial uses.

2011 – A request by ACR Property Services, LLC to amend the zoning conditions for a 105.51± acres tract located within the Mundy Mill development at 0 Mundy Mill Road; 2975 Mountain View Road SW; and 3755 Meeks Drive SW zoned Planned Unit Development (P-U-D) was approved to amend conditions 17 and 18 to reduce the minimum square footage for apartments.

2011 – A request by Butler Property, LLC. to amend the zoning conditions for a 65.425± acres tract located within the Mundy Mill development at 2975 Mountain View Road SW; and 3755 Meeks Drive SW zoned Planned Unit Development (P-U-D) was approved to amend conditions 17 and 18 to reduce the minimum square footage for apartments.

2010 – A request by the City of Gainesville to amend the zoning conditions for a 605.0± acres tract known as the Mundy Mill development zoned Planned Unit Development (P-U-D) was approved to amend conditions 1, 2, 4, 5, 11, 16, 17, 22, 23, 25, 28 and 29 for better clarification.

- ***Staff Analysis***

(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

The subject property is located on the northwest side of the intersection of McEver Road and Stephens Road and is located within the Gateway Corridor Overlay Zone. The proposed five single-family lots appear to be suitable with the existing and planned single-family properties located adjacent to the property. However, the property would also be suitable for its current approved use as a small neighborhood retail center considering its proximity to a commercial intersection.

(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

The proposal should not adversely affect the existing use or usability of the adjacent property which includes property zoned for both residential and commercial purposes. Specifically, the proposed five lots will be sufficiently buffered from the adjacent Copper Springs subdivision located within Gainesville. As well, access will be limited through the adjacent planned residential development in Oakwood.

(3) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

The Gainesville 2030 Future Development Map places the subject property within the *Mixed Use General* land use category. This category includes areas containing or planned for a mixture of land uses including office, neighborhood retail, and residential.

According to the Character Area map for the City of Gainesville, the subject property is located within the *Suburban Residential* Character Area. The vision for this area is to preserve older, stable residential subdivisions and encourage newer projects with smaller lot sizes, pedestrian infrastructure, and buildings patterned after traditional local housing, possibly containing a small neighborhood-serving "village center".

As well, the quality community objectives state that housing choices should continue to be diversified to support a range of household incomes, sizes, types, but consist mostly of traditional single-family detached lots. In areas where natural features or sensitive environments are important, cluster housing or conservation subdivision design may be appropriate. Land uses allowed in the Suburban Residential Character Area include low-density residential, medium-density residential, multi-family residential, public / institutional, commercial, and parks / recreation / conservation, mixed-use.

It appears the proposed use with the recommended conditions is compatible with the purpose and intent of the Comprehensive Plan.

(4) Are there substantial reasons why the property cannot or should not be used as currently zoned?

Presently, the subject property is zoned Planned Unit Development (P-U-D) and is zoned for a small neighborhood retail center which now seems less desirable considering the adjacent planned residential development. The property is planned as part of an overall 34.35± acres development within Oakwood to include a mixture of single-family detached homes and attached townhomes. If the request were to be denied, the applicant would be required to redesign the proposal to include the property as a neighborhood scale retail center.

(5) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

The change of use from commercial to residential will be somewhat burdensome in regards to the maintenance of streets, storm water, solid waste pick up, public safety and schools. Given the location of the property and its planned access, public services other than water and sewer would be best provided privately or by the City of Oakwood.

Both the Fire and Police Departments respond to properties located in the adjacent Copper Springs neighborhood which is more easily accessible directly from McEver Road. The closest

fire stations include Gainesville Fire Station #4 located 4.0± miles off of Memorial Park Drive and Hall County Fire Station #4 located 2.5± miles off of McEver Road. The City and County have an automatic aid agreement which allows the city or county to respond first in the event of a fire or medical emergency. There could be some service delivery issues with the fire departments regarding jurisdiction with only five lots being covered by Gainesville and the rest covered by Hall County.

Should the future residents have school-age children, there would be a moderate increase to the Gainesville City School System including the need to bus the school aged children. This would be more demanding as access to the property is not within an existing bus route and is not feasible according to the Gainesville City School System.

(6) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties?

The subject property is unique in that it is positioned between three merging jurisdictions of Gainesville, Oakwood and Hall County. As well, the property is located adjacent to both residential and commercially zoned property. The Gainesville Future Development Map places the subject property within the *Mixed Use General* land use category allowing for both non-residential and residential uses which still seems appropriate for the property.

(7) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Based on the Comprehensive Land Use Plan and the surrounding mixture of land uses, the proposed residential use appears to be allowable but presents some logistical challenges regarding public services due to its limited access. Therefore, the conditional proposal appears to reflect a balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property.

- ***Staff Recommendation***

The Planning Division staff is recommending **conditional approval** of this zoning amendment request based on the comprehensive plan and the adjacent residential use.

Conditions

1. **The proposed single-family homes shall be generally consistent with the standards depicted on the concept plan and architectural elevations provided with this zoning amendment application.**
2. **The City of Gainesville shall assume no responsibility to provide for the maintenance of streets, solid waste pickup and/or stormwater management, due to the subject property's limited access through the jurisdictions of Hall County and the City of Oakwood. The owner/developer expressly consents to this rezoning condition.**
3. **In the event that the owner/developer sells any of the lots within the subject property, the owner/developer shall provide written notification within each deed of sale of the preceding condition that the City of Gainesville shall not be responsible for the maintenance of streets, solid waste pickup and/or stormwater management.**
4. **The subject property shall be limited to five (5) age-restricted single-family lots for seniors 55 years of age and up. The development shall comply with applicable U. S.**

Department of Housing and Urban Development (HUD) rules for age-restricted communities. The organization established for the management of the development shall comply with HUD rules for verification of occupancy and shall maintain procedures for routinely determining the occupancy of each unit. Such procedures may be part of a normal leasing or purchasing agreement and must provide for regular updates as required by HUD.

Excerpts from the November 13, 2018 PAB meeting Minutes

Applicant Presentation: Eric Johansen, 3938 Oak Crossing Drive, Suwanee, stated after talking with the staff that he agrees that the five single-family lots would be easier to modify with the conditions in the Copper Springs Subdivision instead of later on down the road needing to annex or rezone the property. He also added that he fully agrees with all of the conditions.

FAVOR: None

OPPOSE: None

Planning and Appeals Board Comments: None

There was a motion to recommend conditional approval of the request to amend the existing Planned Unit Development (P-U-D) zoning to allow five single-family lots with the following conditions:

Conditions

1. **The proposed single-family homes shall be generally consistent with the standards depicted on the concept plan and architectural elevations provided with this zoning amendment application.**
2. **The City of Gainesville shall assume no responsibility to provide for the maintenance of streets, solid waste pickup and/or stormwater management, due to the subject property's limited access through the jurisdictions of Hall County and the City of Oakwood. The owner/developer expressly consents to this rezoning condition.**
3. **In the event that the owner/developer sells any of the lots within the subject property, the owner/developer shall provide written notification within each deed of sale of the preceding condition that the City of Gainesville shall not be responsible for the maintenance of streets, solid waste pickup and/or stormwater management.**
4. **The subject property shall be limited to five (5) age-restricted single-family lots for seniors 55 years of age and up. The development shall comply with applicable U. S. Department of Housing and Urban Development (HUD) rules for age-restricted communities. The organization established for the management of the development shall comply with HUD rules for verification of occupancy and shall maintain procedures for routinely determining the occupancy of each unit. Such procedures may be part of a normal leasing or purchasing agreement and must provide for regular updates as required by HUD.**

Motion made by Board Member Delgado
Motion seconded by Board Member Fleming
Vote – 4 favor, 1 opposed (Martin), 2 absent (Simmons, Thompson)

Passed: _____

AN ORDINANCE

No. 2018-33

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 1.34± ACRES TRACT LOCATED ON THE NORTHWEST SIDE OF THE INTERSECTION OF MCEVER ROAD AND STEPHENS ROAD (A/K/A 0 MCEVER ROAD, SW); 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 1.34± 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 generally consistent with the standards depicted on the concept plan and architectural elevations provided with this zoning amendment application.**
2. **The City of Gainesville shall assume no responsibility to provide for the maintenance of streets, solid waste pickup and/or stormwater management, due to the subject property's limited access through the jurisdictions of Hall County and the City of Oakwood. The owner/developer expressly consents to this rezoning condition.**
3. **In the event that the owner/developer sells any of the lots within the subject property, the owner/developer shall provide written notification within each deed of sale of the preceding condition that the City of Gainesville shall not be responsible for the maintenance of streets, solid waste pickup and/or stormwater management.**
4. **The subject property shall be limited to five (5) age-restricted single-family lots for seniors 55 years of age and up. The development shall comply with applicable U. S. Department of Housing and Urban Development (HUD) rules for age-restricted communities. The organization established for the management of the development shall comply with HUD rules for verification of occupancy and shall maintain procedures for routinely determining the occupancy of each unit. Such procedures may be part of a normal leasing or purchasing agreement and must provide for regular updates as required by HUD.**

Legal Description

All that tract or parcel of land lying and being in Land Lots 42 & 54, 8th District, City of Gainesville, Hall County, Georgia, and being more particularly described as follows:

COMMENCING at the intersection of the westerly right of way line of McEver Road (100' right of way) and the Northern right of way line of Stephens Road (right of way varies, 40' from centerline) said point being the POINT OF BEGINNING; thence proceed along the said Northerly right of way line of Stephens Road S60°08'21"W a distance of 19.38 feet to a ½" rebar; thence leaving the said Northerly right of way line of Stephens Road proceed N42°00'15"W a distance of 361.84 feet to a point; thence N50°36'40"E a distance of 232.00 feet to a point; thence N86°51'20"E a distance of 61.24 feet to a point; thence S02°34'01"E a distance of 410.07 feet to a ½" rebar being the POINT OF BEGINNING.

Containing 58,282 Square Feet or 1.338 acres 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

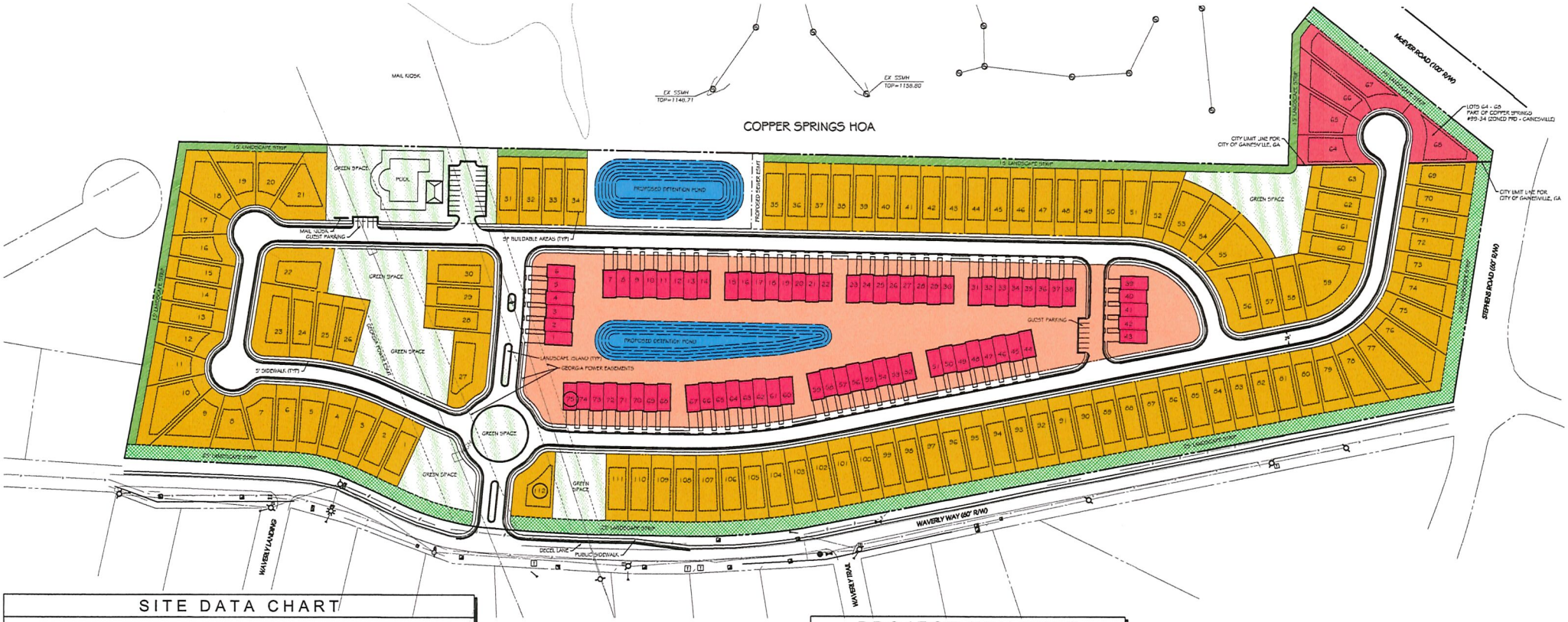
This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____

Denise O. Jordan, City Clerk

EXHIBIT A - CONCEPT PLAN



SITE DATA CHART

PROPERTY LOCATION	4510 STEPHENS ROAD - HALL COUNTY (PARCEL 08054 004001) 4650 WAVERLY WAY - HALL COUNTY (PARCEL 08054 004001B) 4708 WAVERLY WAY - HALL COUNTY (PARCEL 08054 004003) 4746 WAVERLY WAY - HALL COUNTY (PARCEL 08054 004002) 4934 ODELL DRIVE - HALL COUNTY (PARCEL 08054 004002A) 0 McEVER ROAD - GAINESVILLE (PARCEL 08042B 000180)
EXISTING ZONING OF PROPERTIES	PRD (GAINESVILLE) & R-1 (HALL CNTY)
PROPOSED ZONING OF PROPERTIES	PRD
PROPOSED ANNEXATION	CITY OF OAKWOOD, GA
AREA OF PROPERTIES	±34.35 ACRES
PROPOSED USE	SINGLE FAMILY LOTS & FEE SIMPLE TOWNHOUSES
RESIDENTIAL UNIT MIX	112 SINGLE FAMILY LOTS (40' WIDE) 75 TOWNHOUSE UNITS (24' X 50')
OVERALL BLENDED DENSITY	5.44 UNITS PER ACRE
USEABLE OPEN SPACE	±2.65 ACRES (7.7%)

24 HOUR CONTACT

MR. JOHNNY FREE
678-925-6904 (cell)
johnny@jbfreellc.com

PROPOSED SETBACKS

FRONT YARD SETBACK	25 FEET
SIDE YARD SETBACK	
-ATTACHED UNITS (BLDG TO BLDG)	20 FEET
-DETACHED LOTS	5 FEET
REAR YARD SETBACK	20 FEET
McEVER ROAD LANDSCAPE STRIP	25 FEET
STEPHENS ROAD LANDSCAPE STRIP	25 FEET
WAVERLY WAY LANDSCAPE STRIP	25 FEET
RESIDENTIAL LANDSCAPE STRIP	15 FEET

PROJECT UTILITIES

1. THE PROPOSED COMMERCIAL DEVELOPMENT WILL BE CONNECTED TO HALL COUNTY / CITY OF GAINESVILLE GRAVITY FLOW SANITARY SEWER

2. THE PROPOSED COMMERCIAL DEVELOPMENT WILL BE CONNECTED TO HALL COUNTY WATER

3. THE PROPOSED COMMERCIAL DEVELOPMENT WILL HAVE ON-SITE DETENTION, WATER QUALITY, AND CHANNEL PROTECTION UTILIZING EITHER AN ABOVE GROUND FACILITY OR AN UNDERGROUND FACILITY, THIS HAS YET TO BE DETERMINED AT THIS POINT.

4. GAS, PHONE, ELECTRIC AND OTHER COMMON INFRASTRUCTURE WILL BE PROVIDED BY THE CARRIERS ESTABLISHED IN THE IMMEDIATE AND SURROUNDING AREA.

GENERAL NOTES

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2. THE EXISTING INFORMATION USED FOR THE PREPARATION OF THIS CONCEPTUAL SITE PLAN WAS OBTAINED FROM LEGAL DESCRIPTIONS AND BOUNDARY SURVEYS OF THE SUBJECT PROPERTY PROVIDED BY THE PROPERTY OWNERS AND THEIR RESPECTIVE AGENTS, HALL COUNTY GIS, AND READILY AVAILABLE AERIAL PHOTOGRAPHY. NO FIELD SURVEY DATA WAS USED, AND THE SUBJECT PROPERTY SHOULD BE SURVEYED BY A LICENSED SURVEYOR PRIOR TO DEVELOPMENT PERMITTING AND CONSTRUCTION ON THE SUBJECT PROPERTY.

3. ALL PROPOSED ITEMS DEPICTED ON THIS REZONING SITE PLAN ARE CONCEPTUAL IN NATURE AND ALL ITEMS MUST MEET THE CURRENT STANDARDS OF THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF OAKWOOD, GEORGIA AT THE TIME OF PERMITTING AND CONSTRUCTION.

LEGAL DESCRIPTION

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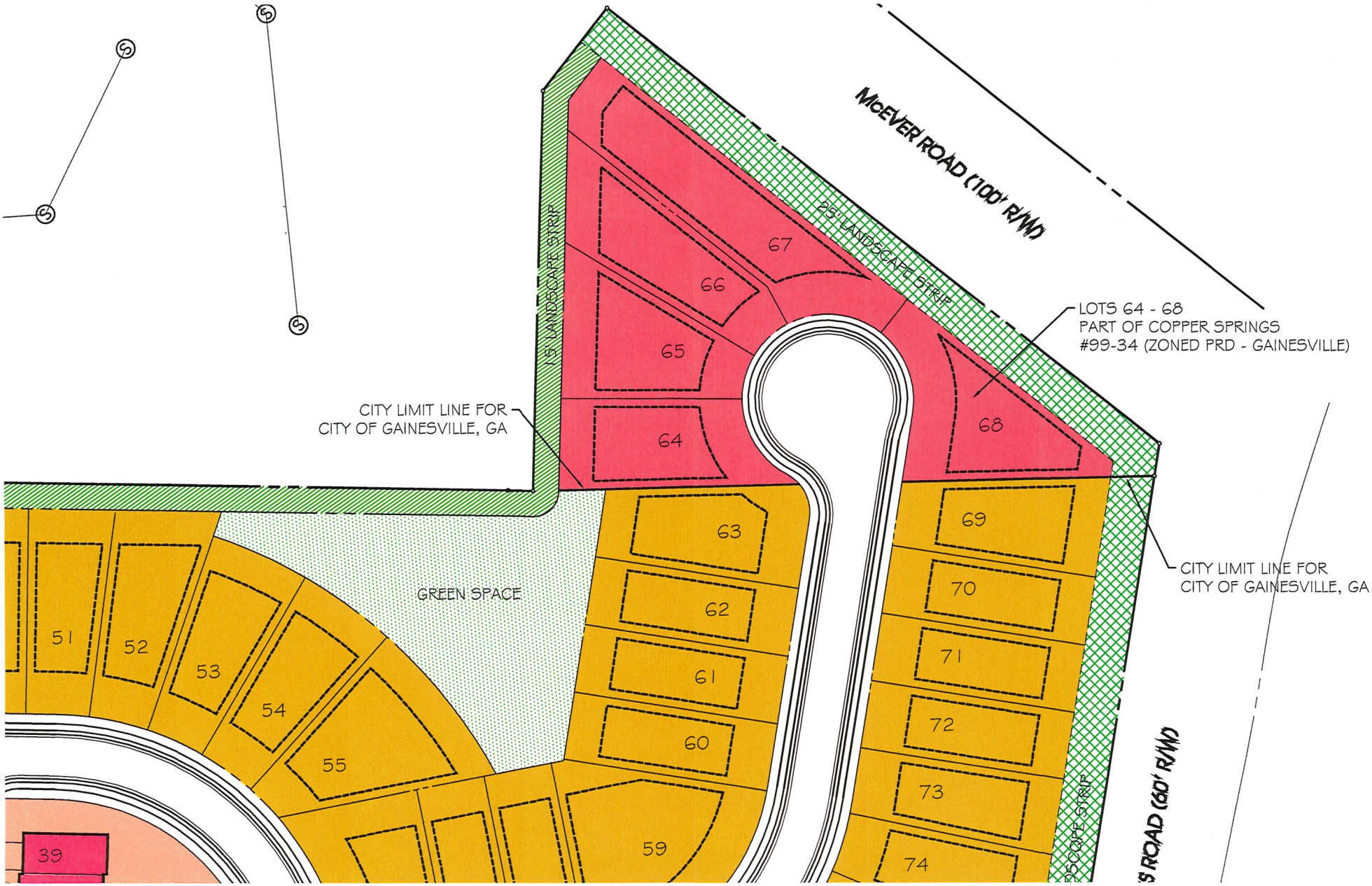
Said tract contains 34.35 Acres more or less.

DATED: SEPTEMBER 12, 2018
SCALE: 1"=80'

0 20 40 60 80 120 160 240 320

REZONING SITE PLAN - PRD DEVELOPMENT

BRANNON RIDGE


McEVER ROAD (100' R/W)
25' LANDSCAPE STRIP
15' LANDSCAPE STRIP
LOTS 64 - 68
PART OF COPPER SPRINGS
#99-34 (ZONED PRD - GAINESVILLE)
CITY LIMIT LINE FOR
CITY OF GAINESVILLE, GA
CITY LIMIT LINE FOR
CITY OF GAINESVILLE, GA
GREEN SPACE
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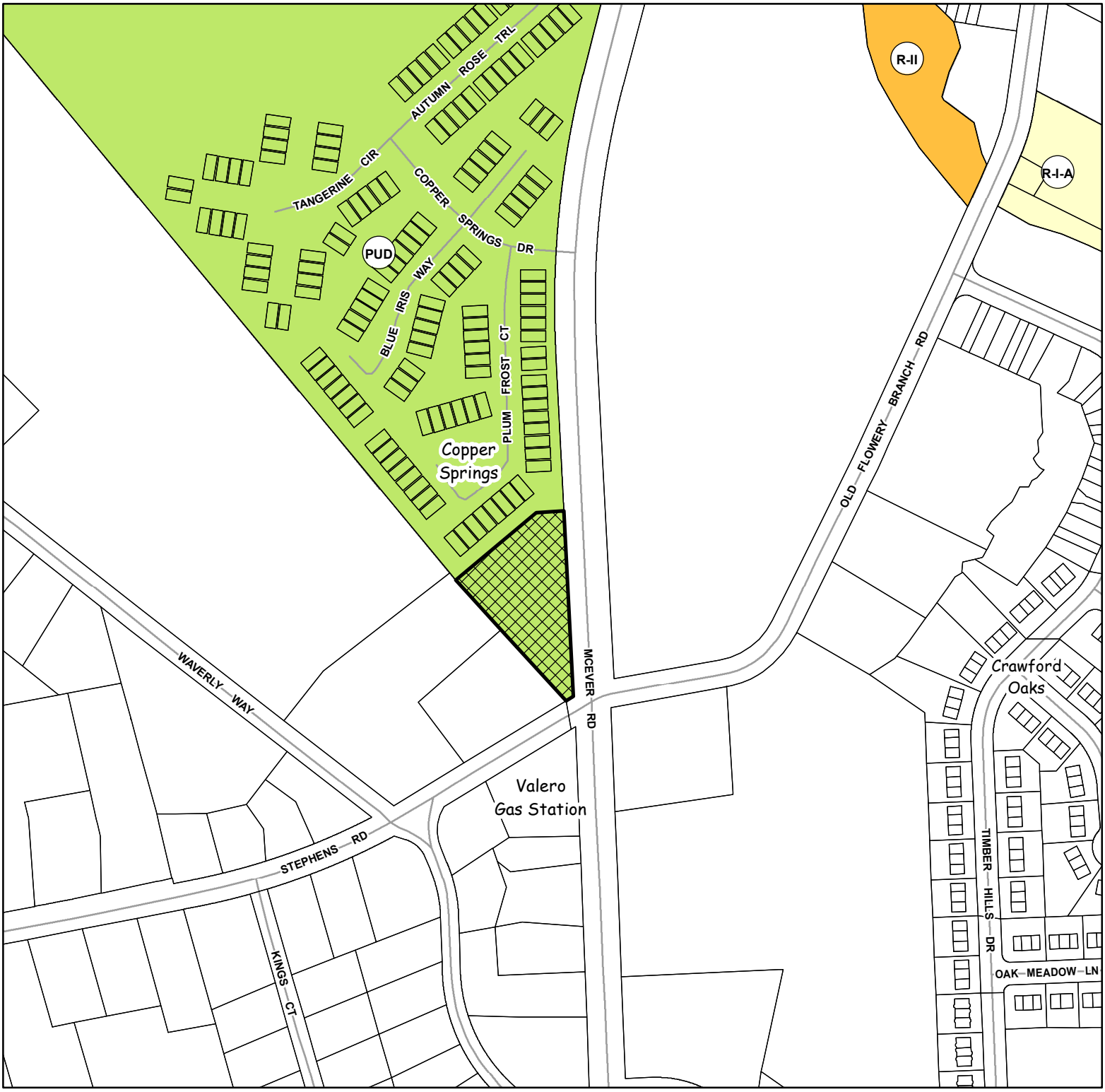
S ROAD (60' R/W)

EXHIBIT B - ARCHITECTURAL ELEVATIONS



Applicant:

SOUTHEASTERN LAND SOLUTIONS, LLC

ZONING AMENDMENT REQUEST

Request:

Amend existing P-U-D zoning to allow five single-family lots

Subject Area Address:

0 McEver Road

Meeting: 11/13/2018

Prepared: 10/22/2018

Gainesville Community Development Department

Subject Property

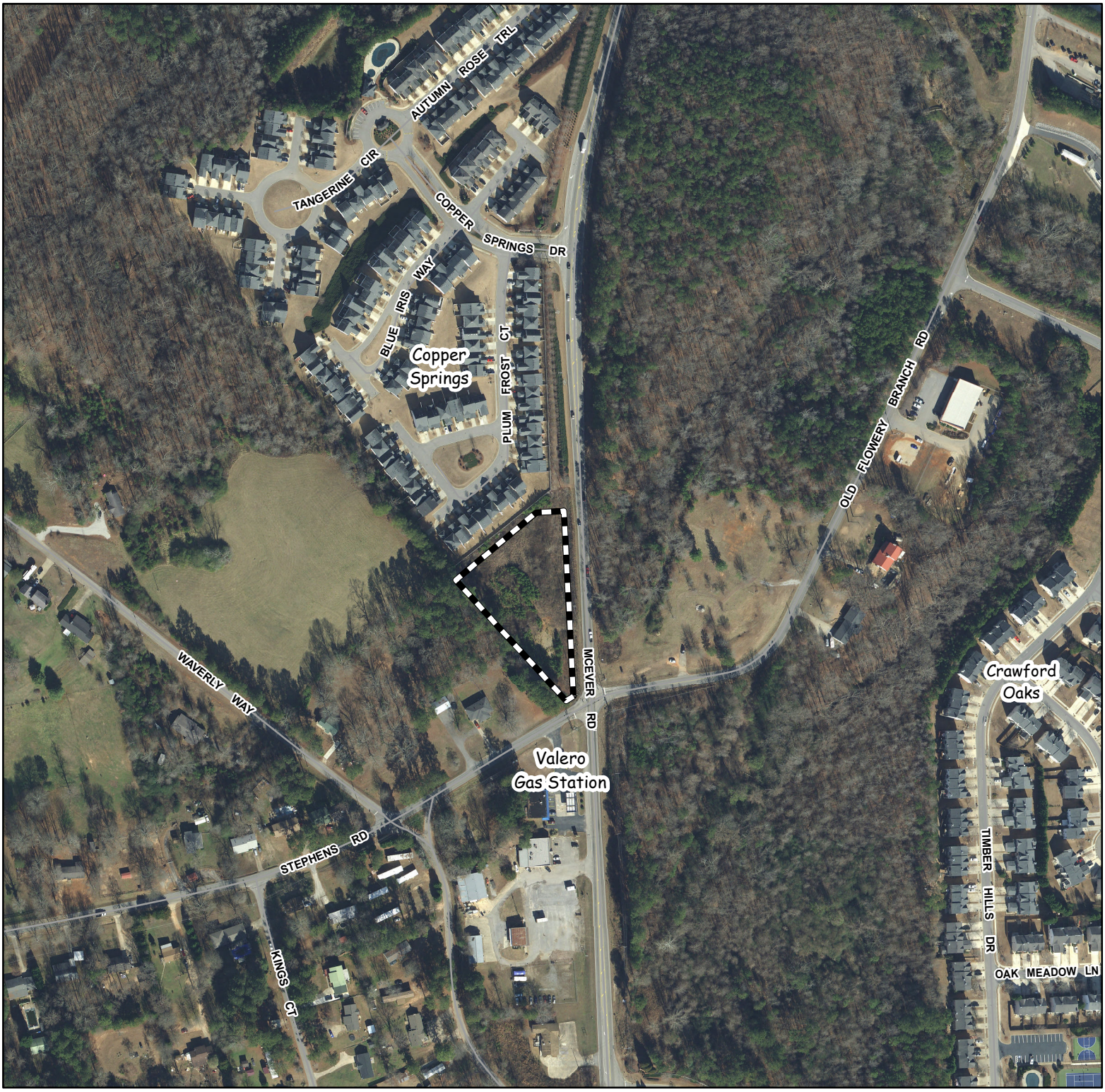
N

0 180 360 540 720 Feet

1 " = 300 '

Tax Parcel:

08-042B-000-180



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0 McEver Road

Meeting: 11/13/2018

Prepared: 10/22/2018

Gainesville Community Development Department

Subject Property

Aerial from 2015

N

0 180 360 540 720 Feet

1 " = 300 '

Tax Parcel:

08-042B-000-180

October 5, 2018
Revised on October 17, 2018

Mayor and City Council Members
c/o Rusty Ligon
Community Development Director
City of Gainesville, GA
PO Box 2496
Gainesville, GA 30503

Re: Amendment to Zoning Application
Copper Springs – Ordinance No. 99-34
Hall County Tax Parcel: 08042B000180

Mayor and City Council Members,

On behalf of Southeastern Land Solutions, LLC (the "Applicant") we are submitting this Amendment to Zoning Application (the "Application") to the City of Gainesville, GA (the "City") for the proposed residential development called Brannon Ridge located on real property commonly identified as Hall County Tax Parcel 08042B000180 consisting of approximately ±1.34 acres (the "Subject Property"). The Subject Property is currently part of the Copper Springs residential development and it is the understanding of the Applicant that the Subject Property was reserved as the commercial component of that community.

Given that the commercial component of the Copper Springs community was never constructed, the Subject Property went into a receivership situation and was purchased by the current land owner, John Cauthen. Mr. Cauthen is under contract with the Applicant to sell the Subject Property along with several other parcels that he owns along Stephens Road and Waverly Way which will all be located in the master planned Brannon Ridge residential community consisting of approximately ±34.35 acres.

All of the proposed lots shown on the Subject Property are located within the city limits of the City, and conversely the balance of the lots not located on the Subject Property are all located within the City of Oakwood, GA ("Oakwood"), subject to rezoning and annexation by Oakwood.

Our proposed development, Brannon Ridge, is a proposed Oakwood zoned PRD residential community consisting of (112) single family lots that are a minimum of 40' wide, (75) townhouse units that are 24' wide by 50' deep, approximately ±2.65 acres of useable Green Space, a 15' Landscape Strip around the rear and side adjacent to residential properties, a 25' Landscape Strip around the entire frontage of the property fronting all three roads, a Swimming Pool and Clubhouse, a common Mail Kiosk, sidewalks throughout the community, and common stormwater management facilities.

The architecture of the single-family homes and the townhouses will have a craftsman style consisting of an earth tone color palate, a mixture of masonry materials, accented by wood trim, fiber cement siding, glass and metal building materials on the front elevations will give each and every home a signature look for Brannon Village. The side elevations will consist of a masonry water table up to 30" tall with the

balance being of fiber cement siding. The rear elevations will consist of fiber cement siding to compliment the rest of the architectural features of the homes.

The Applicant believes that Brannon Ridge will be a unique PRD residential community in the City and in Oakwood that meets the needs of the booming demand for residential housing options as identified in the Oakwood 2017 Comprehensive Plan. Young professionals are returning home along with new students attending the University of North Georgia, and the empty nesters who simply wants to down size and stay near their beloved family members, are all viable residents of this proposed residential community. The swimming pool and the connecting sidewalks in the community will provide opportunities for the residents to exercise. The fully landscaped street frontages and provide a complete look and feel to this development.

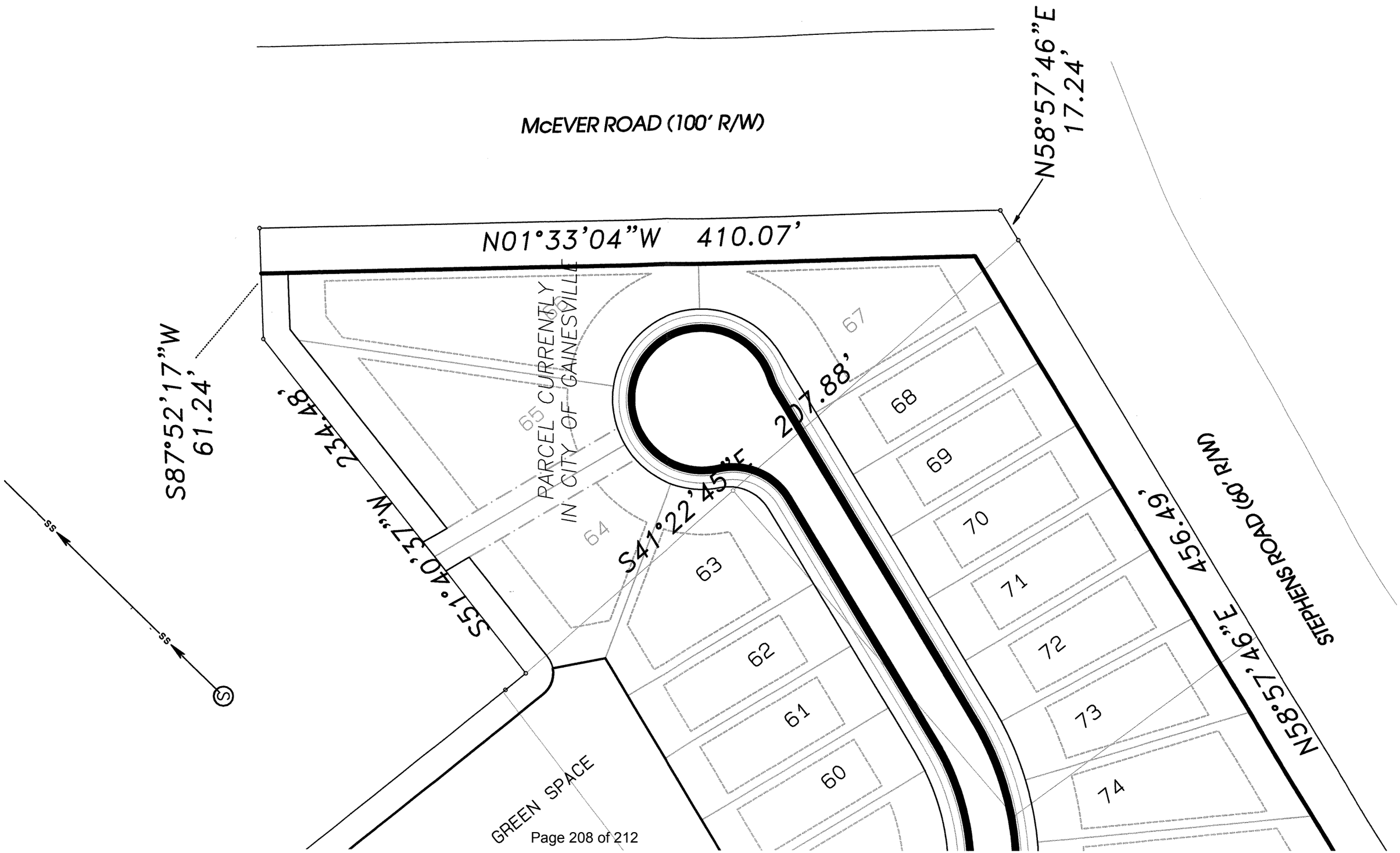
We respectfully request the City to grant approval of this Application for the amendment to zoning of the Subject Property in the City and as part of the Copper Springs community. We are happy to meet with the City and its staff members to further discuss the merits of this request and will provide additional information upon request.

Sincerely,

Eric Johansen, RLA
Agent for the Applicant

Cc: Southeastern Land Solutions, LLC
File

Attached: Ordinance No. 99-34
Conceptual Site Plan of Brannon Ridge


McEVER ROAD (100' R/W)
N58°57'46"E
17.24'
N01°33'04"W 410.07'
S87°52'17"W
61.24'
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207.88'
S51°40'37"W 234.48'
N58°57'46"E 456.49'
STEPHENS ROAD (60' R/W)
PARCEL CURRENTLY
IN CITY OF GAINESVILLE
GREEN SPACE
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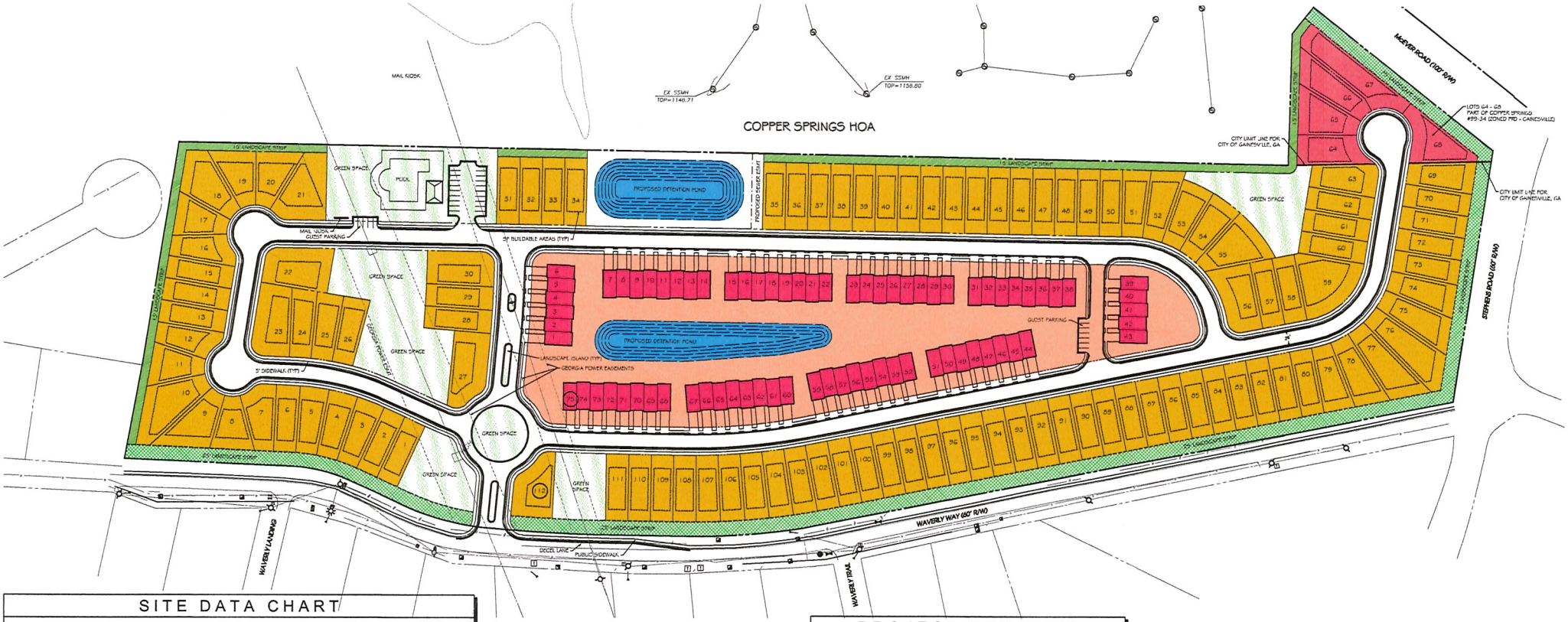

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DATED: SEPTEMBER 12, 2018

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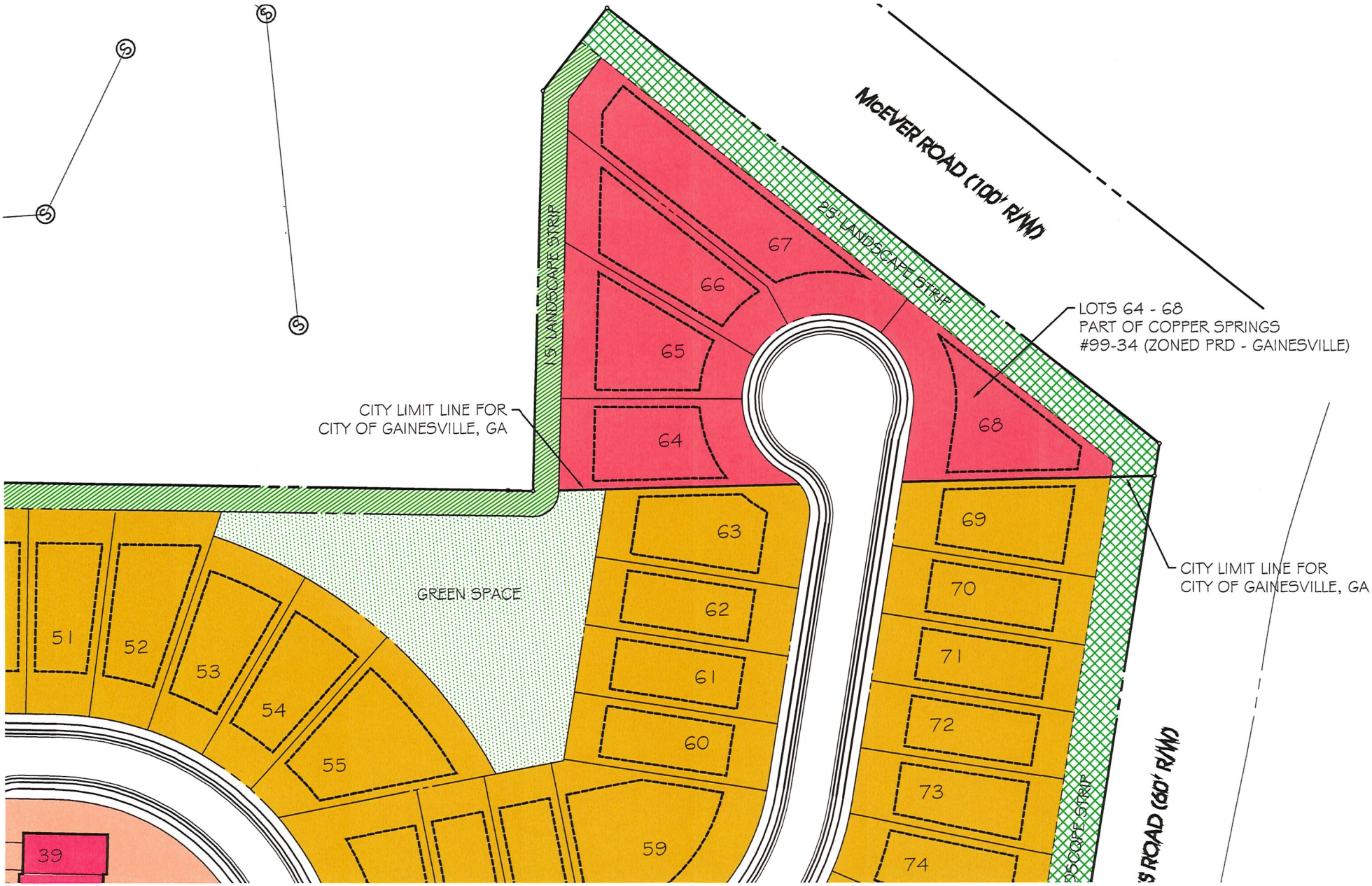
REZONING SITE PLAN - PRD DEVELOPMENT

BRANNON RIDGE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Board of Education
John Filson, Chair
Willie Mitchell, Vice Chair
Sammy Smith, Treasurer
Dr. Heather Ramsey, Board Member
Andy Stewart, Board Member

Jeremy H. Williams, Ed.D.
Superintendent

GAINESVILLE CITY SCHOOL SYSTEM

***ONE GAINESVILLE**: We will **inspire**, **nurture**, **challenge**, and **prepare** our students.*

October 31, 2018

Gainesville Planning & Appeals Board:

The application of Southern Land Solutions, LLC indicates a dual-municipality challenge with residences proposed inside and outside the corporate limits of Gainesville. Upon reviewing the public documents, our comments follow:

- The Gainesville City Board of Education decided to allow the Tax Sharing Agreement with Hall County School System to expire in June, 2018. It is the Board's intent to work with the City of Gainesville and Hall County School System to reduce dually-served housing, such as subdivisions and apartment/townhome developments.
- The proposed project would create a dually-served subdivision with Gainesville City School System students in the cul-de-sac and Hall County School System students in the remaining residences. The transportation logistics for serving both school systems are not feasible, if residences include school-age children. The applicants and subsequent home buyers should have official notifications of the school systems' zones of responsibility.
- The proposed project includes 112 single-family homes and a 75-unit townhome development. Of the residences, only 5 single family homes are in the City of Gainesville, resulting in 2.7%.

Thank you.
Gainesville City Board of Education

508 Oak Street, N.W. Gainesville, Georgia 30501-3506 (770) 536-5275
FAX (770) 287-2019 www.gcssk12.net