



Work Session Agenda
Thursday, May 13, 2021, 9:00 AM
Administration Building, Boardroom (3rd Floor)
300 Henry Ward Way, Gainesville, GA 30501
Mayor or Mayor Pro Tem Presides

DEPARTMENT ISSUES

Public Works	Resolution: Corporate Hangar AA1 Sublease and SASO Agreement	Lisa Poole
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CITY MANAGER ISSUES

Resolution: Agreement for Construction Management Services by Walton Construction Services	Angela Sheppard
Resolution: Transfer of City of Gainesville Owned Property (between Washington Street, Spring Street and Maple Street)	Angela Sheppard
Fiscal Year 2022 Recommended Budget	Bryan Lackey

MAYOR/COUNCIL ISSUES

Ex-Officio Report(s)

CITY ATTORNEY ISSUES

CITY CLERK ISSUES

EXECUTIVE SESSION

ADJOURNMENT

Final: Tuesday, May 11, 2021, 2:15 PM

Date Submitted: 5/10/2021
Presenter: Lisa Poole
Item of Business: Resolution: Corporate Hangar AA1 Sublease and SASO Agreement
Meeting Date: 5/13/2021

Purpose of Request:

Downey Green Waste Recycling wishes to sublease Corporate Hangar AA1.

History/Background:

The city currently leases Corporate Hangar AA1 to Downey Green Waste Recycling.

Facts & Issues for Consideration:

Downey wishes to sublease to North Georgia Aviation Group, LLC for the provision of specialized aviation service operations.

Department Recommendation:

Approve the Resolution.

Department Director:

Chris Rotalsky

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

No

Amount Requested:

N/A

Source of Funds:

N/A

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description		Type
☐	Corporate Hangar AA1 Sublease and Specialized Aviation Service Operations (SASO) Agreement	Resolution
☐	SASO Agreement	Contract/Agreement/MOU

RESOLUTION BR-2021 - ____

**Corporate Hangar AA1 Sublease and Specialized Aviation
Service Operations (SASO) Agreement**

WHEREAS, the City of Gainesville (the "City") currently leases Hangar AA1 at the Airport to Downey Green Waste Recycling, Inc. ("Downey") (said lease agreement hereinafter referred to as "the Leases"); and

WHEREAS, Downey wishes to sublease Hangar AA1 to North Georgia Aviation Group, LLC ("North Georgia Aviation") for the provision of specialized aviation service operations, as more particularly set forth in the attached SASO Agreement between the City and North Georgia Aviation and in the sublease between Downey and North Georgia Aviation; and

WHEREAS, the City wishes to approve the sublease of Hangar AA1 from Downey to North Georgia Aviation.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the attached SASO Agreement between the City and North Georgia Aviation and hereby authorizes the Mayor, City Manager, and City Attorney to sign the agreement and other such documents as necessary to effectuate the provisions set forth in the attached SASO Agreement.

Adopted this ____ day of _____, 2021.

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

**SPECIALIZED AVIATION
SERVICE OPERATIONS (SASO)
AGREEMENT FOR**

**FLIGHT TRAINING, FLIGHT SCHOOL
AT
LEE GILMER MEMORIAL AIRPORT**

**CITY OF GAINESVILLE
AND
NORTH GEORGIA AVIATION GROUP, LLC
dba NORTH GEORGIA AVIATION**

**SPECIALIZED AVIATION SERVICE
OPERATIONS AGREEMENT (SASO)**

CITY OF GAINESVILLE

LEE GILMER MEMORIAL AIRPORT

COUNTY OF HALL
STATE OF GEORGIA

THIS AGREEMENT made and entered into this ____ day of _____, by and between the City of Gainesville, a political subdivision of the State of Georgia, (hereinafter referred to as the "City" and/or "Lessor") and North Georgia Aviation Group, LLC, dba North Georgia Aviation a limited liability company organized and existing in the State of Georgia and authorized to transact business under the laws of the State of Georgia (hereinafter referred to as "Lessee.")

W I T N E S S E T H :

WHEREAS, the City is the owner of an Airport known as Lee Gilmer Memorial Airport ("Airport"), with improvements thereon, which is in the Gainesville Militia District of Hall County, Georgia, lying generally within an area bounded on the north by Aviation Boulevard, on the east by Queen City Parkway (State Route 60), on the south by Gainesville Industrial park South and on the west by Chicopee Woods; and

WHEREAS, the Lessor and Lessee are mutually desirous of entering into a Specialized Aviation Service Operations Agreement (hereinafter "SASO Agreement") to be located in Hangar AA1 at the Airport; and

WHEREAS, the City currently leases Hangar AA1 at the Airport (hereinafter referred to as "Leased Premises") to Downey Green Waste Recycling, Inc. (hereinafter referred to as "Downey"), pursuant to a Corporate Lease Agreement dated February 26, 2020 (hereinafter referred to as "the Corporate Lease Agreement"); and

WHEREAS, Downey desires to sublease the Leased Premises to Lessee.

NOW, THEREFORE, for and in consideration of the respective promises and mutual agreements made by the parties hereto and hereinafter set forth, the Lessor hereby consents to the sublease of the Leased Premises to Lessee and grants to the Lessee the right to use and occupy the

Leased Premises together with all buildings, structures, improvements, additions and permanent installations constructed and installed therein or thereon during the term of this Agreement to perform specialized aviation service operations upon the following terms and conditions, and it is hereby mutually agreed as follows:

SECTION 1
TERM

- 1.1 Term: The term of this agreement shall run concurrent with the sublease to Lessee of the Corporate Lease Agreement between the City and Downey for the Leased Premises, which sublease is entered into between Downey and Lessee. The sublease shall commence on the ____ day of _____, 2021, and shall end on March 31, 2030, unless sooner terminated in accordance with the provisions hereof.
- 1.2 Leased Premises: The Leased Premises shall be occupied under the same terms and conditions as set forth in the Corporate Lease Agreement as may be amended by agreement from time to time.
- 1.2.1 Temporary Location: Lessor, in its sole discretion, may make available in the future another location at which all or part of Lessee's operations will be conducted, and Lessee agrees to relocate to said location within 120 days of provision of notice of relocation by Lessor to Lessee.
- 1.3 Site Development: Lessee must maintain the Leased Premises in a neat and orderly condition and provide the necessary personnel to perform day-to-day operational duties and maintenance upon the facilities.
- 1.3.1 Inside Improvements: Plans for inside hangar improvements including offices, training rooms, customer lounge, restrooms, etc. shall be approved prior to any alterations and/or construction by the Public Works Department and the Building Inspections Department of Lessor.
- 1.3.2 Outside Improvements: Outside improvements shall be limited to placing an awning over the passage doorway, improved exterior passage door and landscaping near the passage door.

- 1.4 Products and Services: Products and services shall be provided on a fair, equal, and non-discriminatory basis to all users of the airport. If lawful, reasonable and non-discounts and other similar types of price reductions may be extended to like purchasers and users.
- 1.5 Licenses, Permits, and Certifications: Lessee shall obtain and comply with all necessary licenses and permits for the conduct of all its activities at the airport as required by the Lessor or any other duly authorized governmental agency having jurisdiction of the airport, including Lessors' building inspection department. Lessee shall not engage in any activities at the airport prior to obtaining certification required by the Federal Aviation Administration (FAA) and written approval of the Lessor.
- 1.6 Personnel: Lessee shall have in its employ and on duty during defined operating hours, trained personnel in such numbers as are required to meet minimum standards herein. Lessee shall also provide an employee in its office to supervise the operations on the Leased Premises. This employee must be able to address the service and product needs of aircraft owners, pilots, and customers. Such person shall be authorized to present and act for, and on behalf of, the Lessee during all business hours. All flight personnel are required to hold appropriate FAA certificates and ratings, as applicable.
- 1.7 Payment of Rents and Fees: Lessee shall not be permitted to engage in any commercial aeronautical activities unless the Lessee is current in the payment of all rents, fees, or other sums accruing to Lessor under any and all agreements.
- 1.8 Laws, Rules and Regulations: Lessee shall only engage in commercial aeronautical activities and services in accordance with all applicable laws, rules and regulations of the U.S. government, the State of Georgia, Lessor and all other governmental bodies having jurisdiction, including the regulations of the FAA and the U.S. Department of Transportation.
- 1.9 Insurance Requirements: Lessee shall maintain in full force and effect during all terms of existing leases, agreements or business licenses or renewals or extension thereof insurance as set forth herein.

Other specialty coverage may be required by Lessor based on operations.

1.9.1 Comprehensive General Liability Insurance, including, if applicable, products, completed operations, and hangar keepers' liability.

\$1,000,000 per occurrence bodily injury and property damage

\$1,000,000 per occurrence

1.9.2 Aircraft Liability Insurance For flight training and other activities, Lessee is required to notify the customer as to whether or not any of Lessee's insurance coverage applies to the customers while using Lessee's aircraft. Lessee shall maintain the following coverage:

\$100,000 per person/ \$1,000,000 per occurrence property damage

\$1,000,000 per occurrence property damage

Aircraft owned by flight school or individual will require naming the City of Gainesville as additional insured for general liability.

1.9.3 Workers Compensation Insurance shall be maintained on all employees of Lessee as required by law at the statutory limits.

1.9.4 Ground Vehicle Liability Insurance, if applicable.

\$1,000,000 limit of liability per occurrence for bodily injury and property damage, comprehensive form covering all owned, non-owned and hired vehicles.

1.9.5 Terrorism Coverage

\$1,000,000 minimum limit, either as a stand-alone policy or as an endorsement to Aviation Liability above

Prior to using the Leased Premises, Lessee shall provide the Lessor with a certificate(s) of insurance identifying the policies described above. The certificate(s) shall include a provision that gives 30 days prior written notice of any modification or cancellation to the insurance policy to Lessor. Lessee shall specify the Lessor as an additional insured on Lessee's policy. In addition to the above requirements, other specialty coverage may be required by Lessor based on Lessee's operations.

1.10 Written, Subletting, and Encumbrances: All assignments, subletting and encumbrances of agreements between Lessee and another entity must receive prior written approval of the Lessor.

1.10.1 Written Permission Required: A request for such written permission, prepared in as much detail as required by the Lessor, shall be submitted to the Lessor through the airport manager for Lessor's review, which shall be completed in a timely fashion.

1.10.2 Compliance with Lease Agreement: Any assignment, subletting, or encumbrance of the Leased Premises shall comply with the requirements specified in the Corporate Lease Agreement.

1.11 Taxes: Lessee shall, at its sole cost and expense, pay any and all taxes, which now or in the future may be assessed against the leasehold, improvements, aircraft, vehicles, and other personal property of Lessee or otherwise assessed upon its operations.

1.12 Signage: Lessee shall not erect, maintain, or displace any sign on the Leased Premises or elsewhere on the airport unless it first obtains the prior consent of the airport manager. All signage shall not exceed 40 square feet in size and must meet the requirements of the Lessor's sign ordinance.

1.13 Safety of Others: All aeronautical activities at the airport shall at all times be conducted with due consideration to the safety of all airport users, other persons and property located at or about the airport.

1.14 Accident Reporting: Lessee shall immediately prepare a written report of all persons involved in any accident or near miss accidents occurring on the airport in which injuries or damaged are involved giving all pertinent information. Copies of all such accident reports will be submitted to the Lessor and the Airport Manager.

1.15 Environmental Compliance: Lessee and its agents, servants, employees and officers shall comply with all federal, state and local environmental requirements, such as stormwater regulations, fuel regulations, etc. as set out in sublease attached hereto.

1.15.1 Hazardous Materials: Dispensing of fuel and stored fuel shall strictly comply with all federal, state, and local laws, rules and regulations covering the handling, use and

storage of fuel, oil, solvents, chemicals, and other hazardous materials.

1.16 Hold Harmless & Indemnity: Notwithstanding any other provisions of this agreement, Lessee shall indemnify, defend and hold harmless the Lessor and its officers, agents, servants and employees of an from any and all claims, demands, costs, fees (including attorney's fees), fines, penalties, and charges by any party or parties and from liability directly or indirectly arising from Lessee's actions or omissions, including failure to comply with Lessee's obligations under this agreement, unless the result of Lessor's sole negligence. This indemnification shall survive any termination or non-renewal of this agreement.

1.17 Subordination Clause: This agreement is and shall be subordinate and subject to the provision of existing and future agreements between Lessor and the United States and or the State of Georgia relative to the operation or maintenance of the Airport the execution of which has been or may be required as a condition precedent the obtaining or expenditure of Federal funds for the benefit of the Airport. If, at any time, the above agreements are found by the FAA or any other local, state or federal regulatory agency to be void, invalid or in violation of FAA regulations then both parties mutually agree to rescind all agreements for SASO operations.

1.18 Conflicts with Expiration of Existing Agreements: Upon expiration of the existing lease agreement, attached hereto as sublease, Lessee shall then comply with the provisions of these minimum standards set out herein.

1.19 Court of Jurisdiction: This agreement shall be deemed and executed in Gainesville, Georgia and shall be governed by and construed in accordance with the laws of the State of Georgia without regard to conflicts of laws provisions. Lessee hereby submits to the jurisdiction of the Superior Court of Hall County, Georgia and will obtain and maintain an agent for service of process in the State of Georgia.

Section 2- Specialized SASO Requirements

2.1 Flight Training: Lessee engages in instructing pilots in fixed wing and rotary wing aircraft and provides such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

2.1.1 Equipment: Lessee shall have available for use in flight training, either owned

or under written lease to Lessee, airworthy aircraft to meet the minimum requirements of the flight instruction period.

2.1.2 Certified Personnel: Lessee shall have available at least one flight instructor who has been properly certificated by the FAA to provide the type of training offered.

2.1.3 Facilities: Lessee must provide, by means of an office or a telephone, a point of contact for the public desiring to utilize Lessee's services.

2.1.4 Compliance with 14 CFR: Lessee shall comply with the applicable sections of 14 CFR, including but not limited to Parts 61, Part 135, etc.

Section 3- Entire Agreement

3.1 This Agreement consists of Sections 1 through 3, inclusive.

3.2 The Agreement constitutes the entire Agreement between the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the City and the Lessee. The parties agree that no representations or warranties shall be binding upon the Lessor or the Lessee unless expressed in writing.

3.3 If there is any ambiguity and/or conflict in any of the terms of this agreement with the lease agreement between the parties attached hereto as "sublease", then in that event, the terms of said lease agreement shall apply.

SIGNATURE PAGE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands and seal this _____ day of _____, 2021 as written above.

NORTH GEORGIA AVIATION GROUP, LLC

By: _____
Bud DeWayne, Manager

APPROVED AS TO FORM

CITY OF GAINESVILLE

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

By: _____
Bryan Lackey
City Manager

Attest: _____
Denise O. Jordan, City Clerk

CITY SEAL

Date Submitted: 5/6/2021

Presenter: Angela Sheppard

Item of Business: Resolution: Agreement for Construction Management Services by Walton Construction Services

Meeting Date: 5/13/2021

Purpose of Request:

To authorize the proposed resolution for approval of agreement with Walton Construction Services for Construction of Sidewalks on Pearl Nix Parkway from Shallowford Road to Jones Street.

History/Background:

Facts & Issues for Consideration:

This project is being done in coordination with the Walton Harbor redevelopment project.

Department Recommendation:

Approval of the resolution.

Department Director:

Bryan Lackey

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

Yes

Amount Requested:

59,821.08

Source of Funds:

Sidewalk CIP

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 Resolution : Walton Construction Services	Resolution
 Agreement for Construction Management Services by Walton Construction Services	Contract/Agreement/MOU
 Exhibit A	Attachments/Exhibits
 Exhibit B	Attachments/Exhibits

RESOLUTION BR-2021 - ____

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES BY
WALTON CONSTRUCTION SERVICES**

WHEREAS, the City is a municipality which provides infrastructure for public use; and

WHEREAS, Walton Construction Services is in the business of providing general contracting services and management and delivery of construction services; and

WHEREAS, the City desires to use the services of Walton Construction Services for the construction of public sidewalks between the Walton Harbor, Phase I housing development (hereinafter referred to as "Walton Harbor") and nearby retail shopping areas (hereinafter referred to as the "Project"); and

WHEREAS, Walton Construction Services desires to perform construction management and act as general contractor on the Project for the City; and

WHEREAS, the Project is an extension of the Walton Harbor housing development funded in part through a subrecipient grant from the City as a part of its public housing function; and

WHEREAS, Walton Construction Services is also the contractor for the Walton Harbor housing development and is already engaged in providing sidewalks and other infrastructure financed in part by the subrecipient grant and has special expertise in this form of housing development and construction; and

WHEREAS, the Project is related to the public-private housing development and requires particular coordination to ensure that the overall development proceeds in a timely and cost-effective manner.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville does hereby adopt the Agreement for Construction Management Services between the City and Walton Construction Services and directs the Mayor, the City Manager and the City Attorney to execute the Agreement, as well as other such documents and agreements that may be necessary to fulfill the objects and terms set forth within the Agreement.

Adopted this ____ day of _____, 2021.

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

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is entered into this _____ day of _____, 2021 by and the City of Gainesville, a body corporate and public of the State of Georgia (hereinafter referred to as the "City"), and Walton Construction Services, L.P., a limited partnership formed under the law of the State of Georgia (hereinafter referred to as "WCS").

W I T N E S S E T H:

WHEREAS, the City is a municipality which provides infrastructure for public use;

WHEREAS, Walton is in the business of providing general contracting services and management and delivery of construction services;

WHEREAS, the City desires to use WCS's services for the construction of public sidewalks between the Walton Harbor, Phase I housing development (hereinafter referred to as "Walton Harbor") and nearby retail shopping areas (hereinafter referred to as the "Project");

WHEREAS, WCS desires to perform construction management and act as general contractor on the Project for the City;

WHEREAS, the Project is an extension of the Walton Harbor housing development funded in part through a subrecipient grant from the City as a part of its public housing function;

WHEREAS, WCS is also the contractor for the Walton Harbor housing development and is already engaged in providing sidewalks and other infrastructure financed in part by the subrecipient grant and has special expertise in this form of housing development and construction;

WHEREAS, the Project is related to the public-private housing development and requires particular coordination to ensure that the overall development proceeds in a timely and cost-effective manner;

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

1. Services. WCS, as an independent contractor, will perform construction management services and act as general contractor for the following project, being the construction of sidewalks along the northerly right of way Pearl Nix Parkway from the intersection of Pearl Nix Parkway and Jones Street along the right of way of Pearl Nix Parkway along the southerly boundary of the commercial development owned by Jack Waldrip, and being identified as Tax Parcel 01119 003032 in the City of Gainesville, Georgia, to the intersection of the right of way of Pearl Nix Parkway and Shallowford Road, and cross walk improvements at the intersection of Jones Street and Pearl Nix Parkway, all as shown in cross hatch on the Off Site Improvements Site Plan attached hereto as Exhibit A and made a part hereof (hereinafter referred to as the "Site Plan").

Said contracting and construction management services will include hiring of subcontractors, ordering of materials, scheduling of construction activities on the Project, and day-to-day management and supervision of construction on site (the “Services”). For the purposes of this Agreement, WCS is a construction manager at risk and responsible for completion of all work within the scope of the Project, even if the final cost of such work shall exceed the contract fees to be paid by City.

2. Method of performing services. The method in which the Services shall be performed by WCS is to be determined solely by WCS. WCS agrees to adhere to all designs and construction specifications submitted to and approved by the City as well as all codes and regulations of the City. WCS further agrees to use its best efforts to adhere to all deadlines provided by the City.

3. Completion date. Work under this Agreement shall commence within five (5) business days of a notice to proceed from the City and shall continue until the date of completion of the Project and 180 days, whichever comes first, unless earlier terminated by either party as provided in Section 9 hereof.

4. Compensation. For the Services, WCS will be paid a fixed fee to complete the Project (the “Project Fee”). The Project Fee includes all costs, fees and expenses incurred in the design, management and construction of the Project as set forth in the Schedule of Costs attached hereto as Exhibit B and hereby made a part hereof. The Project Fee shall be payable in monthly draws based on the costs of work completed, commencing on the first (1st) day of the first full month after the date of the notice to proceed and on the first (1st) day of every month thereafter until the first (1st) day of the month following the month in which the Project is completed. WCS shall retain and provide copies of all records of payments made for construction costs. In the event this Agreement is terminated before completion of the Project, City shall pay WCS its Project Fee for work completed through the effective date of termination. Draw requests may be reviewed by City and inspections made of the site to ensure completion of work to code before payment is made. In the event the City rejects any portion of a draw request due to incomplete or sub-standard work, the City shall promptly provide written notice of any deficiency and a proposed holdback of payment from the draw. The undisputed amounts shall be paid within thirty (30) days of the draw request. The parties shall arrange a time to discuss and review any portion of the work rejected and attempt to settle the dispute prior to bringing suit.

5. Responsibility for Construction Costs. WCS will be solely responsible for payment of all costs of construction and will directly pay all subcontractors and suppliers.

6. Right of Way Acquisition. WCS will be solely responsible for negotiation, acquisition and payment for any right of way easements, if any, necessary for sidewalks and supporting infrastructure necessary or useful for the construction of the sidewalks and other improvements detailed on the Site Plan. This contract provides no funding from the City for right of way negotiations or acquisition and all costs shall be borne by WCS. Notice to proceed shall not be given until WCS has acquired and recorded all easements or other permissions necessary to the construction of the sidewalks.

7. Indemnification. WCS shall defend, hold harmless and indemnify the City and its agents, servants and employees from and against all claims, liabilities, damages, losses, costs, expenses (including consultants and attorneys' fees) arising out of third party claims, provided that such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, is caused by a negligence, recklessness or intentionally wrongful conduct of WCS, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

If any and all claims against the City or any of its agents or employees, by any employee of WCS, any sub-contractor of WCS, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for WCS or any sub-contractor under worker's compensation acts, disability benefit acts or other employee benefits acts.

This indemnification and hold harmless obligation shall extend to cover any and all claims not covered by WCS's Protective Liability Insurance.

WCS's indemnification obligations under this Agreement shall not extend to any acts, errors or omissions of City or City's contractors other than WCS, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

8. Insurance provided. WCS shall, before commencing services on Agreement and during the performance of this Agreement, and as a condition of any payment under this Agreement, keep in force insurance with the following requirements:

- a) Additional Insured: The insurance policies required by this Agreement must be endorsed by forms CG 2010 and CG 2037 or their current equivalents and include "City of Gainesville, Georgia, its officers, elected or appointed officials, agents, employees, volunteers, and representatives" as Additional Insured with respect to work performed under the Agreement on an ongoing and completed operations basis. (This requirement does not apply to Worker's Compensation, Employer's Liability or Professional Liability coverage). A copy of each endorsement shall be provided prior to WCS commencing services on this Agreement. Blanket endorsements shall be accepted.
- b) WCS shall deliver to City a certificate with signed declaration pages, or written proof that the attached declaration pages are a copy of the original declaration page and attached riders and endorsements which shows (i) that the City is listed as an Additional Insured on the policy and (ii) which shows to the satisfaction of City, that the required insurance is in force or that the policy(s) have not lapsed for nonpayment of premium. The Insurance Carrier(s) shall provide should any of the above-described policies be cancelled before the expiration date thereof, notice will

be delivered in accordance with policy provisions to City but with at least thirty (30) days' written notice to City, if such coverage is available at a reasonable cost. Notice should be sent via certified mail, return receipt requested to Mathew Tarver, Public Works Director/Project Manager and Bryan Lackey, City Manager, City of Gainesville, P.O. Box 2496, Gainesville, Georgia 30503. WCS shall deliver written notice of any such cancellation, modification or termination within twenty-four (24) hours of receiving any notice thereof. Failure by WCS to deliver proof of insurance as provided in this paragraph, or notice as required in this paragraph, shall constitute a material substantial breach of this Agreement. All such documents shall be delivered directly to Mathew Tarver, Project Manager, as well as to the City Manager. Each of these documents which show the required insurance coverage shall be attached to each set of original Agreements when the documents are transmitted to the City for final execution and approval as Attachment "B". If desired, the insurance carrier may redact the premium amount from the declaration page.

- c) Insurance is to be placed with duly licensed or approved non-admitted insurer in the state of Georgia with an "A.M. Best" rating of no less than A-VI. City in no way warrants that the above-required minimum insurer rating is sufficient to protect WCS from potential insurer insolvency.
- d) WCS shall not allow any subcontractor to commence any work on subcontractor's contract until all similar insurance required of the subcontractor has been so obtained and approved by the City and WCS.
- e) The Certificates of Insurance, and any subsequent renewals, shall reference the Agreement.
- f) Required Coverages:

(1) Worker's Compensation:

WCS shall procure and shall maintain during the life of the Agreement, Worker's Compensation Insurance for all of WCS's employees to be engaged in services under this Agreement, and in case any such services is sublet, WCS shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such services unless such employees are covered by the protection afforded by WCS's Worker's Compensation Insurance. Worker's Compensation Insurance shall be in accordance with Georgia Law and include Broad Form All States Endorsement and Voluntary Compensation before commencing services on the Agreement. Subcontractors shall provide a waiver of subrogation endorsement, form CG 2404 or its equivalent.

- Workers' Compensation: Statutory Limits

If self-insured, proof of filing with the State of Georgia and secured, set aside funds shall be required.

(2) Employer's Liability:

- \$1,000,000.00 each employee / each accident

If self-insured, proof of filing with the State of Georgia and secured, set aside funds shall be required.

(3) General Liability:

WCS shall procure and shall maintain during the life of the Agreement, such Comprehensive General Liability and Broad Form Property Damage Insurance as shall protect WCS and any subcontractor performing services covered by this Agreement from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Agreement, whether such operations are by WCS or by any subcontractor or by anyone directly or indirectly employed by either of them. The coverage must be written on an occurrence form and the aggregate coverage on a per incident basis for ongoing and completed operations. A per agreement endorsement shall be issued that covers the City of Gainesville, Georgia. The insurance policies shall also be endorsed by forms CG 2010 and CG 2037 or their current equivalents and include "City of Gainesville, Georgia, its officers, elected or appointed officials, agents, employees, volunteers, and representatives" as Additional Insureds with respect to work performed under the Agreement on an ongoing and completed operations basis. A copy of each endorsement shall be provided prior to WCS commencing services on this Agreement. Blanket endorsements shall be accepted. The coverage shall be primary and contributory in favor of the City. Subcontractors shall provide a waiver of subrogation endorsement, form CG 2404 or its equivalent on a per agreement basis.

The amount of insurance shall not be less than the following amounts:

- \$1,000,000.00 limit of liability per occurrence for bodily injury and property damage combined
- \$2,000,000.00 aggregate

(4) Automobile Liability:

WCS shall procure and shall maintain during the life of the Agreement, Comprehensive Automobile Liability Insurance. The insurance shall include coverage for owned, non-owned and hired vehicles. The coverage must be written on an occurrence form. Additional Insured: The insurance policies required by this Agreement must be endorsed by form CG2048 or its current equivalent and include "City of Gainesville, Georgia, its officers, elected or appointed officials, agents, employees, volunteers, and representatives" as Additional Insured with respect to work performed under the Agreement on an ongoing and completed operations basis. The coverage shall be primary and contributory in favor of the City. Subcontractors shall provide a waiver of subrogation endorsement, form CA0444 or its equivalent. A copy of each endorsement shall be provided prior to GRANICUS commencing services on this SOW.

Amounts shall not be less than the following:

- \$1,000,000.00 Combined Single Limit (CSL)

9. Termination. Either party may terminate this Agreement upon the other party's breach of any material term of this Agreement and the other party's failure to cure such breach

within 10 days after written notice is provided to said party, which notice shall specify the nature of the breach and the way in which the breach may be cured, if any.

10. Severability. Should any part of this Agreement, for any reason, be declared invalid by a court of competent jurisdiction, such decision or determination shall not affect the validity of any remaining portion, and such remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion eliminated; provided that in the event of a declaration of invalidity the provisions declared invalid shall not be invalidated in its entirety, but shall be observed and performed by the parties to the extent such provision is valid and enforceable.

11. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto with respect to restrictive covenants and shall supersede all previous negotiations, commitments and writings with respect to these matters. This Agreement may not be released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing signed on behalf of each of the parties hereto or by their duly authorized representatives.

12. Waiver. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part thereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

13. Successors and Assigns. The parties to this Agreement acknowledge that the Services to be provided by Craftsman pursuant to this Agreement are personal. Accordingly, Craftsman may not delegate any of its duties or obligations under this Agreement. The rights and obligations of the Candler under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Candler.

14. Execution in Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement, and shall become a binding Agreement when one or more counterparts have been executed by all parties.

15. Titles and Headings. Titles and headings to paragraphs herein are inserted for the convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

16. Choice of Law and Forum Selection. This Agreement shall be construed under, governed by and enforced in accordance with the laws of the State of Georgia. Each of the parties hereby irrevocably submits to the jurisdiction of the Superior Court of Hall County, Georgia or in the United States District Court for the Northern District of Georgia, Gainesville Division in any action or proceeding arising out of or related to this Agreement, and each party hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such Superior Court or District 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.

17. Notices. (a) All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given after 3 business days if it is sent by registered or certified mail returned receipt requested, postage pre-paid and addressed to the intended recipient as set forth below or immediately upon delivering if it is hand delivered during normal business hours to the address as set forth below:

if as to the City: Bryan Lackey
 City Manager
 P.O. Box 2496
 Gainesville, GA 30503

with a copy to: Mathew Tarver
 Project Manager
 P.O. Box 2496
 Gainesville, GA 30503

if as to WCS:

with a copy to: Mark Stovall
 Principal
 2281 Akers Mill Road
 Building 1700
 Atlanta GA 30339

(b) any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth;

(c) for purposes of authorizations or consents required hereunder, the persons designated above whose attention notices are to be sent shall be deemed authorized to give consents for all purposes hereunder.

IN WITNESS WHEREOF the parties have executed this Agreement for Construction Management Services, under seal, on the date first above written.

Approved as to form:

By: _____
Abbott S. Hayes, Jr., City Attorney

City of Gainesville

By: _____
Bryan Lackey, City Manager

Attest: _____
Denise O. Jordan, City Clerk

(AFFIX SEAL)

Walton Construction Services, LP

By: _____
Name: Mark Stovall
Title:

JAR:246461

FURNITURE		ELECTRICAL		FURNITURE	
	SOFA		SWITCHING DEVICE		SOFA
	CHAIR		SWITCHING DEVICE		CHAIR
	TABLE		SWITCHING DEVICE		TABLE
	BED		SWITCHING DEVICE		BED
	CHEST OF DRAWERS		SWITCHING DEVICE		CHEST OF DRAWERS
	DRESSER		SWITCHING DEVICE		DRESSER
	WARDROBE		SWITCHING DEVICE		WARDROBE
	SHELF		SWITCHING DEVICE		SHELF
	BOOKSHELF		SWITCHING DEVICE		BOOKSHELF
	CABINET		SWITCHING DEVICE		CABINET
	DESK		SWITCHING DEVICE		DESK
	NIGHTSTAND		SWITCHING DEVICE		NIGHTSTAND
	BEDSIDE TABLE		SWITCHING DEVICE		BEDSIDE TABLE
	DINING TABLE		SWITCHING DEVICE		DINING TABLE
	KITCHEN TABLE		SWITCHING DEVICE		KITCHEN TABLE
	BREAKFAST TABLE		SWITCHING DEVICE		BREAKFAST TABLE
	LIVING ROOM TABLE		SWITCHING DEVICE		LIVING ROOM TABLE
	COFFEE TABLE		SWITCHING DEVICE		COFFEE TABLE
	TV STAND		SWITCHING DEVICE		TV STAND
	MEDIA CONSOLE		SWITCHING DEVICE		MEDIA CONSOLE
	BAR STOOL		SWITCHING DEVICE		BAR STOOL
	BAR COUNTER		SWITCHING DEVICE		BAR COUNTER
	BAR STOOL		SWITCHING DEVICE		BAR STOOL
	BAR COUNTER		SWITCHING DEVICE		BAR COUNTER
	BAR STOOL		SWITCHING DEVICE		BAR STOOL
	BAR COUNTER		SWITCHING DEVICE		BAR COUNTER
	BAR STOOL		SWITCHING DEVICE		BAR STOOL
	BAR COUNTER		SWITCHING DEVICE		BAR COUNTER
	BAR STOOL		SWITCHING DEVICE		BAR STOOL
	BAR COUNTER				



SCALE:	1" = 30'				
DATE:	11-16-20				
JOB NO.	1909				
SHEET,	C3.2				
		2	11-16-20	EXISTING PAVEMENT, 10' TO 12' WIDE, 6" TO 8" DEEP	
		1	09-11-20	REVISED FOR CITY COMMENTS	
		NO.	DATE	REVISION	

Walton Harbor Phase 1
 LOCATED IN LAND LOT 165, 9TH DISTRICT, CITY OF GAINESVILLE, HALL COUNTY, GEORGIA
 DEVELOPER:
Walton Communities, LLC
 2281 AKERS MILL RD SE, BLDG. ATLANTA, GA 30339

Off Site Improvements Site Plan



DOULGERAKIS CONSULTING ENGINEERS, INC.
planning • civil engineering • sanitary engineering
100 Abbey Court, Alpharetta, Georgia 30004, phone: 770-753-9200



Exhibit B

SCHEDULE OF FEES

Construction Category	Jones to Shallowford Project Fee
Demo Curb and Asphalt	6,600.00
Erosion Control	2,310.00
Layout + Staking	1,650.00
Traffic Control	5,610.00
Clear and Grading	8,250.00
Storm Sewer	-
Curb at ROW	9,900.00
Sidewalk	16,170.00
Bus Stop - Pad	-
Asphalt Paving	-
Striping	1,984.63
Total Offsite	52,474.63
Contractor Fees and General Requirements	7,346.45
Total Job Cost	59,821.08

Date Submitted: 5/11/2021

Presenter: Angela Sheppard

Item of Business: Resolution: Transfer of City of Gainesville Owned Property
(between Washington Street, Spring Street and Maple Street)

Meeting Date: 5/13/2021

Purpose of Request:

To abandon and transfer the ownership of two alleyways connecting Washington Street, Spring Street and Maple Street. The alleyways will be divided into four parcels and transferred to Peach State Bank, Ninth District Opportunity, Ernest Hyman Reynolds and James Tortorelli.

History/Background:

These alleyways were abandoned by the City in 2010, but ownership was not officially transferred. This resolution will authorize the legal transfer of ownership.

Facts & Issues for Consideration:

Each adjacent property owner has been notified in accordance with the City's ordinance regarding the disposition of narrow strips of land. Each property owner has agreed to the proposed division of the alleyways. A determination has been made for recommendation by the City Manager.

Department Recommendation:

Approval of the Resolution

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
☐ Resolution: Transfer of City of Gainesville Owned Property (between Washington, Spring and Maple Streets)	Resolution
☐ Exhibit for Alleyway Disposition	Attachments/Exhibits
☐ Peach State Bank - Parcel 1	Attachments/Exhibits
☐ Ninth District Opportunity - Parcel 2	Attachments/Exhibits
☐ James Tortorelli - Parcel 3	Attachments/Exhibits
☐ Ernest Hyman Reynolds - Parcel 4	Attachments/Exhibits

- ▣ Presentation : Alleyway Disposition
- ▣ Ordinance 2010-36

Powerpoint Presentation
Backup Material

RESOLUTION BR-2021-

**TRANSFER OF CITY OF GAINESVILLE, GEORGIA - OWNED PROPERTY
(BETWEEN WASHINGTON STREET, SPRING STREET AND MAPLE STREET)**

WHEREAS, the City of Gainesville owns alleyways shown generally on the “Special Exhibit” attached hereto as Exhibit “A” (said real property shown on Exhibit “A” hereinafter referred to as “the Properties”); and

WHEREAS, the Gainesville City Manager has made four (4) Determinations pursuant to Sec. 2-3-2(b) of the Gainesville Code of Ordinances and recommendations of transfer pursuant to Sec. 2-3-2(d) of the Gainesville Code of Ordinances; and

WHEREAS, the City of Gainesville agrees with the recommendations made by the City Manager; and

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves of the transfer of the Properties to the abutting property owners, Ernest Hyman Reynolds, Peach State Bank & Trust, James M. Tortorelli, and Ninth District Opportunity, Inc., as specifically set forth in the City Manager Determinations related to the Properties.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, the City Manager and City Attorney to execute all such documents and agreements that may be necessary to complete the transfer of the Properties.

Adopted this _____ day of May, 2021.

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

SPECIAL EXHIBIT FOR: CITY OF GAINESVILLE
(ORDINANCE 2010-36, ALLEYWAY ABANDONMENT PROJECT)
(COMPOSITE OF ALLEYWAY ABANDONMENTS - PARCELS 1-4)

EXHIBIT A

REFERENCES:

- DEED BOOK 5370, PAGES 308 & 309
- DEED BOOK 6257, PAGE 594
- DEED BOOK 8475, PAGES 540 & 541
- DEED BOOK 8330, PAGES 163 & 164
- DEED BOOK 8401, PAGES 119-121
- DEED BOOK 2879, PAGES 245 & 246
- DEED BOOK 2879, PAGES 245 & 246
- DEED BOOK 7280, PAGE 512
- DEED BOOK 5363, PAGES 362 & 363
- DEED BOOK 3550, PAGE 210
- DEED BOOK 5338, PAGE 158
- DEED BOOK 8534, PAGES 573 & 574
- PLAT BOOK 841, PAGE 29
- PLAT BOOK 858, PAGE 52
- PLAT BOOK 63, PAGE 169
- PLAT BOOK 243 & 244
- PLAT BOOK 140, PAGE 88
- PLAT SLIDE 639, PAGE 223B
- SURVEY PREPARED FOR PEACH STATE BANK BY PATTON LAND SURVEYING, LLC, PROJECT NUMBER 20-239, DATED MARCH 15TH, 2020.

AREAS:

PARCEL 1: 0.026 ACRES
PARCEL 2: 0.053 ACRES
PARCEL 3: 0.012 ACRES
PARCEL 4: 0.010 ACRES

LEGEND:

- △ A.I.F. - ANGLE IRON FOUND
- ⊙ A.F. - AXLE FOUND
- C.M.F. - CONCRETE MONUMENT FOUND
- C.M.F. - ALUMINUM MONUMENT FOUND
- C.T.F. - CRIMP TOP PIN FOUND
- R.B.F. - REBAR FOUND (SEE DRAWING FOR SIZE)
- ⊙ O.T.F. - OPEN TOP FOUND (SEE DRAWING FOR SIZE)
- ⊙ I.P.F. - IRON PIN FOUND
- ⊙ P.K.N.F. - PARKER KALON NAIL FOUND
- ⊙ F.X. - X-CUT FOUND
- ⊙ N.F. - NAIL FOUND
- ⊙ R.F. - ROCK FOUND
- ⊙ R.R.F. - RAILROAD SPIKE FOUND
- ⊙ T.F. - TACK FOUND
- ⊙ P.K.N.S. - PARKER KALON NAIL SET
- ⊙ R.B.S. - 1/2" REBAR SET & CAP STAMPED "LSF 1029"
- ⊙ C.M.S. - CONCRETE MONUMENT SET
- ⊙ N.S. - NAIL SET
- ⊙ C.P. - CALCULATED POINT
- ⊙ D.I. - DROP INLET
- ⊙ J.B. - JUNCTION BOX
- ⊙ W.I. - WIER INLET
- ⊙ Y.I. - YARD INLET
- ⊙ C.V. - CABLE TV VAULT
- ⊙ C.R. - CABLE RISER
- ⊙ T.R. - TELEPHONE RISER
- ⊙ T.V. - TELEPHONE POLE
- ⊙ T.P. - TELEPHONE POLE
- ⊙ T.M.H. - TELEPHONE MANHOLE
- ⊙ U.T.B. - UNDERGROUND TELEPHONE BOX
- ⊙ A.C. - AIR CONDITIONER
- ⊙ P.B. - POWER TRANSFORMER BOX
- ⊙ E.P.B. - ELECTRIC PULL BOX
- ⊙ E.M. - ELECTRIC METER
- ⊙ P.P. - POWER POLE
- ⊙ F.L. - FLOOD LIGHT
- ⊙ S.P. - SERVICE POLE
- ⊙ L.P. - LIGHT POLE
- ⊙ G.W. - GUY WIRE
- ⊙ G.P. - GUY ANCHOR POLE
- ⊙ E.S. - ELECTRIC SERVICE
- ⊙ W.M. - WATER METER
- ⊙ W.V. - WATER VALVE
- ⊙ F.H. - FIRE HYDRANT
- ⊙ F.D.C. - FIRE DEPARTMENT CONNECTION
- ⊙ I.C.V. - IRRIGATION CONTROL VALVE
- ⊙ W.P. - WELL POINT
- ⊙ S.P.G. - WATER SPIGOT
- ⊙ B.O. - WATER BLOW OFF
- ⊙ B.P.F. - WATER BACKFLOW PREVENTER
- ⊙ C.O. - SANITARY CLEANOUT
- ⊙ S.S.M.H. - SANITARY SEWER MANHOLE
- ⊙ G.V. - SANITARY GATE VALVE
- ⊙ G.T. - GREASE TRAP
- ⊙ OAK - OAK TREE
- ⊙ P.T. - PINE TREE
- ⊙ POP. - POPLAR TREE
- ⊙ SP. - SWEETGUM TREE
- ⊙ W.O. - WHITE OAK TREE
- ⊙ R.O. - RED OAK
- ⊙ H.C. - HICKORY TREE
- ⊙ MAP. - MAPLE TREE
- ⊙ W.O. - WATER OAK TREE
- ⊙ ELM. - ELM TREE
- ⊙ D.W. - DOGWOOD TREE
- ⊙ U.M. - UNKNOWN TYPE MANHOLE
- ⊙ GAS - GAS VALVE
- ⊙ G.M. - GAS METER
- ⊙ P.R. - PROPANE TANK
- ⊙ F.P. - FLAG POLE
- ⊙ T.S.P. - TRAFFIC SIGNAL POLE
- ⊙ T.S.B. - TRAFFIC SIGNAL BOX
- ⊙ M.W. - MONITORING WELL
- ⊙ S.H. - SPRING HEAD
- ⊙ B.P. - BOLLARD POST
- ⊙ S.N.L. - TRAFFIC SIGN
- ⊙ H.C.P. - HANDICAP PARKING
- ⊙ B.M. - BENCHMARK
- ⊙ H.C.R. - HANDICAP RAMP
- ⊙ A.H. - ACCESS HATCH
- ⊙ R.L. - ROOF LINE
- ⊙ E.P. - EDGE OF PAVEMENT
- ⊙ B.C. - BACK OF CURB
- ⊙ S.W.C.B. - SINGLE WING CATCH BASIN
- ⊙ D.W.C.B. - DOUBLE WING CATCH BASIN
- ⊙ I.E. - INVERT ELEVATION
- ⊙ EL. - ELEVATION
- ⊙ C.M.P. - CORRUGATED METAL PIPE
- ⊙ R.C.P. - REINFORCED CONCRETE PIPE
- ⊙ H.D.P.E. - HIGH DENSITY POLYETHYLENE PIPE
- ⊙ P.V.C. - POLYVINYL CHLORIDE PIPE
- ⊙ D.I.P. - DUCTILE IRON PIPE
- ⊙ R.W. - RETAINING WALL
- ⊙ T. - BURIED TELEPHONE LINE
- ⊙ W. - OVERHEAD TELEPHONE LINE
- ⊙ SS. - BURIED WATER MAIN
- ⊙ SS. - BURIED SEWER LINE
- ⊙ C. - BURIED GAS LINE
- ⊙ E. - BURIED ELECTRIC LINE
- ⊙ TV. - BURIED CABLE TV
- ⊙ O. - CHAIN LINK FENCE
- ⊙ D. - WOOD FENCE
- ⊙ X. - WIRE FENCE
- ⊙ W. - WROUGHT IRON FENCE
- ⊙ OHP. - OVERHEAD POWER LINES
- ⊙ T. - TRAFFIC SIGNAL LINE
- ⊙ F. - FENCE GATE
- ⊙ P/L. - PROPERTY LINE
- ⊙ R/W. - RIGHT-OF-WAY
- ⊙ N/F. - NOW OR FORMERLY
- ⊙ G. - CENTERLINE
- ⊙ INTX. - INTERSECTION
- ⊙ R. - CURVE RADIUS
- ⊙ L. - CURVE ARC LENGTH
- ⊙ Δ. - CURVE CENTRAL ANGLE
- ⊙ C.BRG. - CHORD BEARING
- ⊙ C.DIST. - CHORD DISTANCE
- ⊙ L.L. - LAND LOT
- ⊙ N. - NORTHING COORDINATE
- ⊙ E. - EASTING COORDINATE
- ⊙ S/B. - SETBACK
- ⊙ P.O.B. - POINT OF BEGINNING
- ⊙ P.O.C. - POINT OF COMMENCEMENT
- ⊙ SQ. FT. - SQUARE FEET
- ⊙ CONT. - CONTINUOUS OWNERSHIP

SURVEYOR'S NOTES:

- THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF HALL COUNTY, GA, COMMUNITY PANEL NO. 130263 0187 G, EFFECTIVE DATE: APRIL 4TH, 2018. THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OR ELEVATIONS OF THE FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE REFERENCED MAP OR PUBLIC DATA.
- IF THIS PROPERTY CONTAINS FEMA AND/OR LOCAL FLOOD HAZARD AREAS, BOTH FEDERAL AND LOCAL RESTRICTIONS MAY APPLY.
- THIS SURVEY WAS PREPARED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, WEST ZONE, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT. THE SCALE FACTOR FOR THIS SITE IS: 0.99991909. (GRID DISTANCE/SCALE FACTOR=GROUND DISTANCE). ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES UNLESS OTHERWISE STATED.
- THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGULATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCCA) 15-6-87 AS AMENDED BY HB76 (2017).
- CONVENTIONAL EQUIPMENT USED FOR MEASUREMENT WAS A TOPCON PS 103. GPS EQUIPMENT USED FOR MEASUREMENT WAS A CHAMPION TKO GNSS RECEIVER USING REALTIME KINEMATIC OBSERVATIONS PROCESSED THROUGH THE EGPS NETWORK.
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 21,772 FEET AND AN ANGULAR CLOSURE OF 00'00"03" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. FIELD PARTY W.H. & J.M.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE AS FOLLOWS:
PARCEL 1 - WITHIN ONE FOOT IN 91,667 FEET.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
- THIS PLAT OF SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED UNDER THE CAPTION "SURVEY FOR" ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.
- THE FIELD SURVEY WAS CONDUCTED ON FEBRUARY 18 & MARCH 1ST, 2020.
- THE UNDERGROUND UTILITIES SHOWN HEREON WERE LOCATED BASED ON SURFACE EVIDENCE AND FROM INFORMATION TAKEN FROM G.I.S./UTILITY WEB SITES.

PARCEL 2 CALLS

LINE	BEARING	DISTANCE
L1	N 20°07'36" E	1.47
L2	N 72°41'40" E	4.57
L3	N 20°19'27" W	1.40
L4	N 72°31'49" E	4.51
L5	S 30°30'35" E	8.86
L6	S 61°07'48" W	21.08
L7	S 20°19'27" E	1.40
L8	S 66°55'03" W	9.52

PARCEL 3 CALLS

LINE	BEARING	DISTANCE
L1	N 20°07'36" E	1.47
L2	N 66°55'03" E	9.52
L3	N 20°19'27" W	1.40
L4	N 61°07'48" E	21.08
L5	S 30°30'35" E	8.86
L6	S 61°07'48" W	21.08
L7	S 20°19'27" E	1.40
L8	S 66°55'03" W	9.52

PARCEL 4 CALLS

LINE	BEARING	DISTANCE
L1	N 20°07'36" E	1.47
L2	N 66°55'03" E	9.52
L3	N 20°19'27" W	1.40
L4	N 61°07'48" E	21.08
L5	S 30°30'35" E	8.86
L6	S 61°07'48" W	21.08
L7	S 20°19'27" E	1.40
L8	S 66°55'03" W	9.52

PARCEL 1 CALLS

LINE	BEARING	DISTANCE
L1	N 66°55'38" E	15.06
L2	S 60°37'55" W	15.06
L3	S 58°23'51" W	22.49

CITY MANAGER DETERMINATIONS

Bryan Lackey, City Manager of the City of Gainesville, Georgia, hereby makes the following determinations pursuant to Sec. 2-3-2(b) of the Gainesville Code of Ordinances:

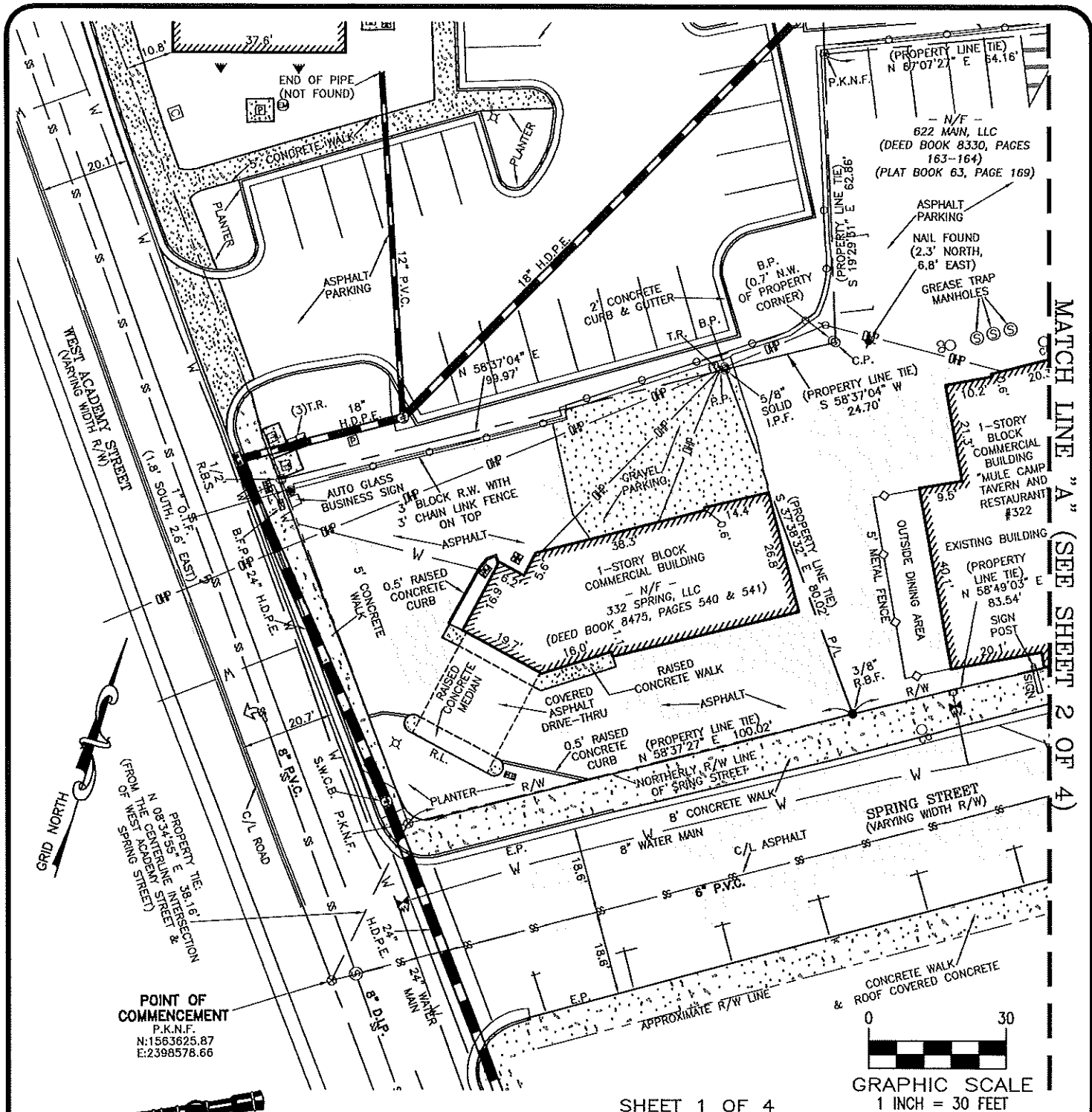
The 0.026 acre tract of real property shown on the attached Exhibit "A" (hereinafter referred to as "the Property") is a narrow strip of land, so shaped and so small as to be incapable of being used independently as zoned and under applicable subdivision and other development ordinances, and is also incapable of being used as a street, whether owned in fee or used by easement. The transfer of the Property to Peach State Bank & Trust will facilitate the enjoyment of the highest and best use of the abutting owners' property and will also benefit the City tax base and contribute to the overall development of the City's downtown. The reasonable fair market value of the Property, based upon an appraisal conducted by a licensed real estate appraiser within the last twelve (12) months, is \$5,740.00.

Based on the aforementioned determinations, the abutting property owners, Peach State Bank & Trust and Ninth District Opportunity, Inc. have been notified of the availability of the Property, and an abutting property owner, Peach State Bank & Trust, has expressed its desire to accept the transfer of the Property.

I hereby recommend that the governing body of the City of Gainesville authorize the transfer of the Property to Peach State Bank & Trust.

This ____ day of _____, 2021.

Bryan Lackey, City Manager

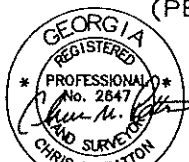


SHEET 1 OF 4



LAND SURVEYING, LLC
REGISTERED PROFESSIONAL
LAND SURVEYORS
P.O. BOX 256
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
FAX: (770) 532-1995
www.pattonsurveying.com

LAND SURVEYING FIRM CERTIFICATE OF
AUTHORIZATION NUMBER LSF 001029



HALL COUNTY SURVEYOR

SURVEY & DESCRIPTION FOR:

CITY OF GAINESVILLE

(ORDINANCE 2010-36, ALLEYWAY ABANDONMENT PROJECT)
(PEACH STATE BANK & TRUST - PARCEL 1)

- LOCATED IN -

LAND LOT 154

9TH LAND DISTRICT

CITY OF GAINESVILLE

HALL COUNTY, GEORGIA

SCALE:
1" = 30'

DATE:
03/03/2021

21-015-PARCEL-1.dwg
JN. 21-015

REFERENCES:

1. DEED BOOK 5370, PAGES 308 & 309
2. DEED BOOK 6257, PAGE 594
3. DEED BOOK 8475, PAGES 540 & 541
4. DEED BOOK 8330, PAGES 163 & 164
5. DEED BOOK 8401, PAGES 119-121
6. DEED BOOK 2879, PAGES 243 & 244
7. DEED BOOK 2879, PAGES 245 & 246
8. DEED BOOK 7280, PAGE 512
9. DEED BOOK 5363, PAGES 362 & 363
10. DEED BOOK 3550, PAGE 210
11. DEED BOOK 5338, PAGE 158
12. DEED BOOK 8534, PAGES 573 & 574
13. PLAT BOOK 841, PAGE 28
14. PLAT BOOK 841, PAGE 29
15. PLAT BOOK 858, PAGE 52
16. PLAT BOOK 63, PAGE 169
17. PLAT BOOK 867, PAGE 154
18. PLAT BOOK 140, PAGE 88
19. PLAT SLIDE 639, PAGE 223B
20. SURVEY PREPARED FOR PEACH STATE BANK BY PATTON LAND SURVEYING, LLC, PROJECT NUMBER 20-239, DATED MARCH 31ST, 2020.

LEGEND:

- ⊗ P.K.N.S. - PARKER KALON NAIL SET
- C.P. - CALCULATED POINT
- C.M.F. - CONCRETE MONUMENT FOUND
- ⊙ P.P. - POWER POLE
- ⊙ F.H. - FIRE HYDRANT
- ⊙ W.V. - WATER VALVE
- ⊙ J.B. - JUNCTION BOX
- ⊗ P.K.N.F. - PK NAIL FOUND
- ⊙ D.I. - DROP INLET
- ⊙ T.M. - TELEPHONE MANHOLE
- ⊙ E. - ELECTRIC MANHOLE
- ⊙ L.P. - LIGHT POLE
- ⊗ B.F.P. - BACK FLOW PREVENTOR
- ⊗ T.S.P. - TRAFFIC SIGNAL POLE
- ⊗ T.B. - TRAFFIC SIGNAL BOX
- ⊗ I.C.V. - IRRIGATION CONTROL VALVE
- ⊙ R/W - RIGHT-OF-WAY
- R.B.F. - REBAR PIN FOUND
- ⊙ W.M. - WATER METER
- ⊙ O.T.F. - OPEN TOP PIN FOUND
- ⊗ A.C. - AIR CONDITIONER
- ⊙ S.S.M.H. - SANITARY SEWER MANHOLE
- ⊙ C.O. - SANITARY CLEANOUT
- ⊙ T.R. - TELEPHONE RISER
- ⊙ G.M. - GAS METER
- ⊙ G.W. - GUY WIRE
- ⊙ R.W. - RETAINING WALL
- ⊙ R.L. - ROOF LINE
- ⊙ P/L - PROPERTY LINE
- ⊙ R/W - RIGHT-OF-WAY LINE
- ⊙ P.V.C. - POLYVINYL CHLORIDE PIPE
- ⊙ S.W.C.B. - SINGLE WING CATCH BASIN
- ⊙ P.C.N. - PARCEL CONTROL NUMBER
- ⊙ E.P. - EDGE OF PAVEMENT
- ⊙ C. - CENTERLINE
- ⊙ OHP - OVERHEAD POWER LINES
- ⊙ - - - TRAFFIC SIGNAL LINE
- ⊙ - - - OVERHEAD TELEPHONE

- - CONCRETE
- - ASPHALT
- - PAVERBRICK

LINE	BEARING	DISTANCE
L1	N 20°07'36" W	1.47'
L2	N 66°55'03" E	9.52'
L3	S 61°45'38" W	8.31'

SURVEYOR'S NOTES:

1. THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF HALL COUNTY, GA. COMMUNITY PANEL NO. 130263 0187 G, EFFECTIVE DATE: APRIL 4TH, 2018. THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OR ELEVATIONS OF THE FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE REFERENCED MAP OR PUBLIC DATA.
2. IF THIS PROPERTY CONTAINS FEMA AND/OR LOCAL FLOOD HAZARD AREAS. BOTH FEDERAL AND LOCAL RESTRICTIONS MAY APPLY.
3. THIS SURVEY WAS PREPARED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, WEST ZONE, NORTH AMERICAN DATUM OF 1983\2007 ADJUSTMENT. THE SCALE FACTOR FOR THIS SITE IS: 0.999911909. (GRID DISTANCE\SCALE FACTOR=GROUND DISTANCE). ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES UNLESS OTHERWISE STATED.
4. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGULATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB76 (2017).
5. CONVENTIONAL EQUIPMENT USED FOR MEASUREMENT WAS A TOPCON PS 103. GPS EQUIPMENT USED FOR MEASUREMENT WAS A CHAMPION TKO GNSS RECEIVER USING REALTIME KINEMATIC OBSERVATIONS PROCESSED THROUGH THE EGPS NETWORK.
6. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 21,772 FEET AND AN ANGULAR CLOSURE OF 00°00'03" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. FIELD PARTY W.H. & J.M.
7. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE AS FOLLOWS:

PARCEL 1 - WITHIN ONE FOOT IN 91,667 FEET.
8. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
9. THIS PLAT OF SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED UNDER THE CAPTION "SURVEY FOR" ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.
10. THE FIELD SURVEY WAS CONDUCTED ON FEBRUARY 18 & MARCH 1ST, 2020.
11. THE UNDERGROUND UTILITIES SHOWN HEREON WERE LOCATED BASED ON SURFACE EVIDENCE AND FROM INFORMATION TAKEN FROM G.I.S./UTILITY WEB SITES.

SHEET 3 OF 4

SURVEY & DESCRIPTION FOR:

CITY OF GAINESVILLE

(ORDINANCE 2010-36, ALLEYWAY ABANDONMENT PROJECT)
(PEACH STATE BANK & TRUST - PARCEL 1)

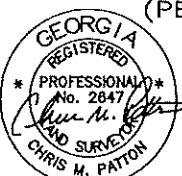
- LOCATED IN -

LAND LOT 154

9TH LAND DISTRICT

CITY OF GAINESVILLE

HALL COUNTY, GEORGIA



HALL COUNTY SURVEYOR

SCALE:
1" = 30'

DATE:
03/03/2021

21-015-PARCEL-1.dwg
JN. 21-015

Legal Description: Parcel "1" – Alleyway Abandonment

All that tract or parcel of land lying and being in Land Lot 154, 9th Land District, City of Gainesville, Hall County, Georgia as shown on a survey & description prepared by Patton Land Surveying, LLC, for City of Gainesville, dated March 2nd, 2021 and being more particularly described as follows:

Commencing at a PK Nail found at the centerline intersection of West Academy Street (varying width right-of-way) & Spring Street (varying width right-of-way), located at Georgia State Plane Coordinate Northing 1563625.87, Easting 2398578.66, Georgia West Zone, North American Datum of 1983/2007 adjustment, THENCE North 08 degrees 34 minutes 55 seconds East for a distance of 38.16 feet to a PK nail found at the intersection of the Westerly right-of-way line of said West Academy Street with the Northerly right-of-way line of said Spring Street;

Thence following the Northerly right-of-way line of said Spring Street the following courses:

Thence North 58 degrees 37 minutes 27 seconds East for a distance of 100.02 feet to a 3/8" rebar pin found; Thence North 58 degrees 49 minutes 03 seconds East for a distance of 83.54 feet to a point; Thence North 58 degrees 23 minutes 51 seconds East for a distance of 22.49 feet to a nail found and said point being the TRUE POINT OF BEGINNING.

Thence leaving the Northerly right-of-way line of said Spring Street the following courses:

Thence North 20 degrees 53 minutes 55 seconds West for a distance of 128.13 feet to a point; Thence North 20 degrees 07 minutes 36 seconds West for a distance of 1.47 feet to an existing building corner; Thence North 66 degrees 55 minutes 03 seconds East for a distance of 9.52 feet to a point on a building line; Thence South 20 degrees 19 minutes 27 seconds East for a distance of 128.91 feet to an existing building corner located on the Northerly right-of-way line of said Spring Street;

Thence following the Northerly right-of-way line of said Spring Street the following course:

Thence South 61 degrees 45 minutes 38 seconds West for a distance of 8.31 feet to a point and said point being the POINT OF BEGINNING.

Said property contains 1,148 Square feet or 0.026 acres more or less.

SHEET 4 OF 4

SURVEY & DESCRIPTION FOR:		
CITY OF GAINESVILLE		
(ORDINANCE 2010-36, ALLEYWAY ABANDONMENT PROJECT)		
(PEACH STATE BANK & TRUST – PARCEL 1)		
- LOCATED IN -		
LAND LOT 154		
9TH LAND DISTRICT		
CITY OF GAINESVILLE		
HALL COUNTY, GEORGIA		
	SCALE: N/A	DATE: 03/03/2021
		21-015-PARCEL-1.dwg JN. 21-015

CITY MANAGER DETERMINATIONS

Bryan Lackey, City Manager of the City of Gainesville, Georgia, hereby makes the following determinations pursuant to Sec. 2-3-2(b) of the Gainesville Code of Ordinances:

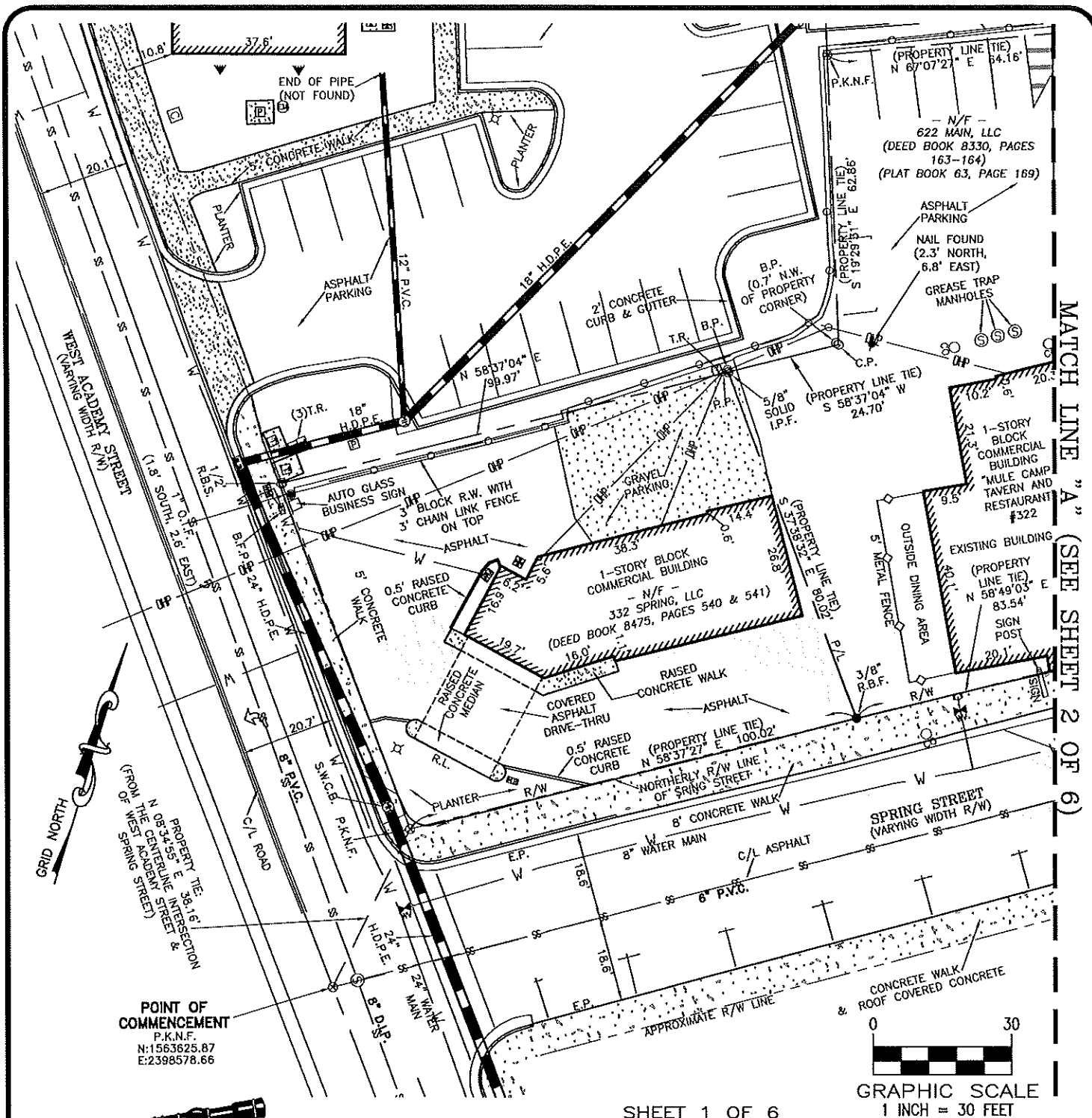
The 0.053 acre tract of real property shown on the attached Exhibit "A" (hereinafter referred to as "the Property") is a narrow strip of land, so shaped and so small as to be incapable of being used independently as zoned and under applicable subdivision and other development ordinances, and is also incapable of being used as a street, whether owned in fee or used by easement. The transfer of the Property to Ninth District Opportunity, Inc. will facilitate the enjoyment of the highest and best use of the abutting owners' property and will also benefit the City tax base and contribute to the overall development of the City's downtown. The reasonable fair market value of the Property, based upon an appraisal conducted by a licensed real estate appraiser within the last twelve (12) months, is \$11,520.00.

Based on the aforementioned determinations, the abutting property owners, Peach State Bank & Trust and Ninth District Opportunity, Inc. have been notified of the availability of the Property, and an abutting property owner, Ninth District Opportunity, Inc., has expressed its desire to accept the transfer of the Property.

I hereby recommend that the governing body of the City of Gainesville authorize the transfer of the Property to Ninth District Opportunity, Inc..

This ____ day of _____, 2021.

Bryan Lackey, City Manager



SHEET 1 OF 6



LAND SURVEYING, LLC
REGISTERED PROFESSIONAL
LAND SURVEYORS

P.O. BOX 256
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
FAX: (770) 532-1995
www.pattonsurveying.com

LAND SURVEYING FIRM CERTIFICATE OF
AUTHORIZATION NUMBER LSF 001029

SURVEY & DESCRIPTION FOR:

CITY OF GAINESVILLE

(ORDINANCE 2010-36, ALLEYWAY ABANDONMENT PROJECT)
(NINTH DISTRICT OPPORTUNITY INC. PARCEL 2)

- LOCATED IN -

LAND LOT 154

9TH LAND DISTRICT

CITY OF GAINESVILLE

HALL COUNTY, GEORGIA



HALL COUNTY SURVEYOR

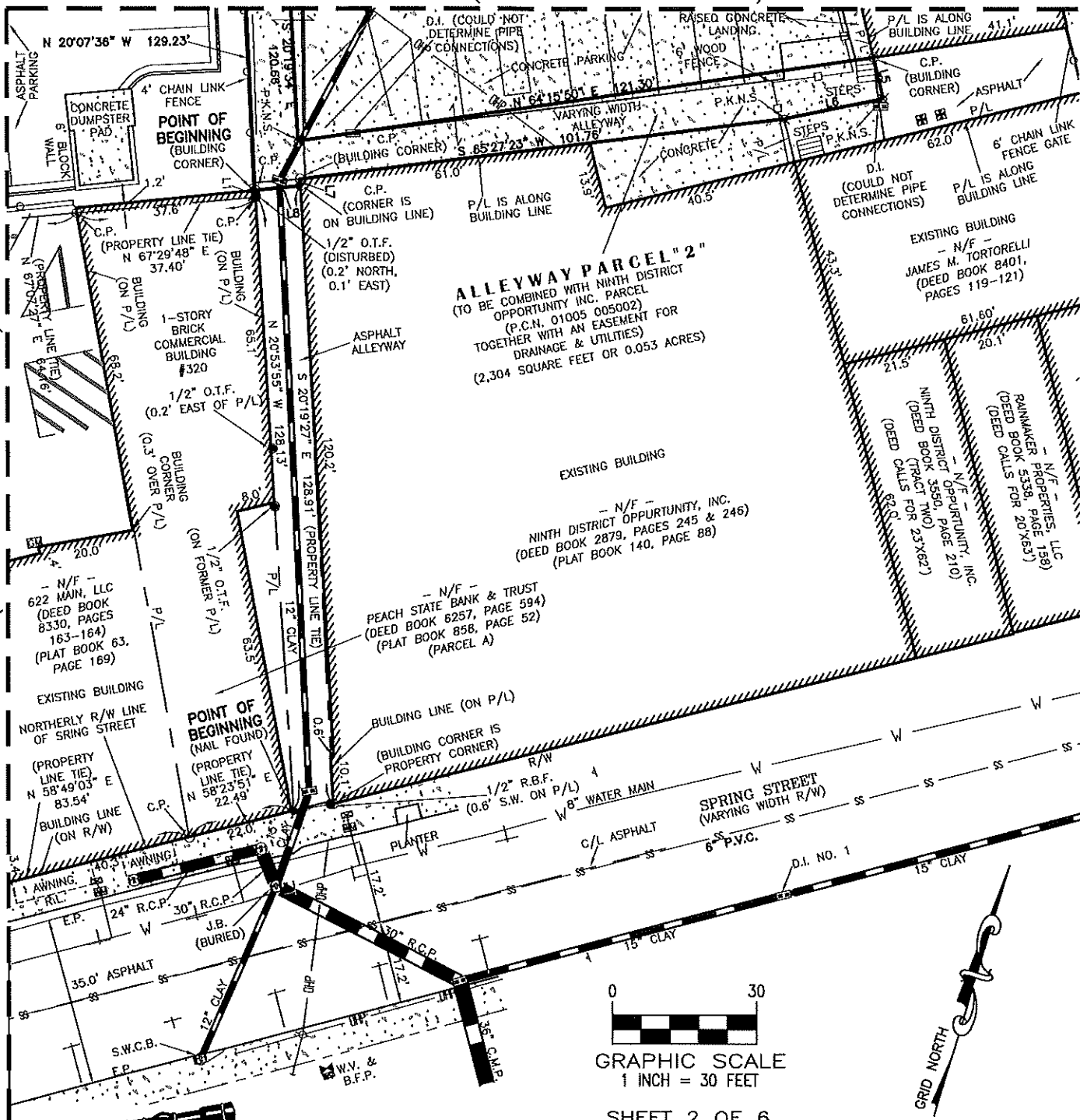
SCALE:
1" = 30'

DATE:
03/03/2021

21-015-PARCEL-2.dwg
JN. 21-015

MATCH LINE "B" (SEE SHEET 3 OF 6)

MATCH LINE "A" (SEE SHEET 2 OF 6)



SHEET 2 OF 6



PATTON

LAND SURVEYING, LLC
REGISTERED PROFESSIONAL
LAND SURVEYORS

P.O. BOX 256
GAINESVILLE, GA. 30503
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LAND SURVEYING FIRM CERTIFICATE OF
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SURVEY & DESCRIPTION FOR:

CITY OF GAINESVILLE

(ORDINANCE 2010-36, ALLEYWAY ABANDONMENT PROJECT)
(NINTH DISTRICT OPPORTUNITY INC. PARCEL 2)

- LOCATED IN -
LAND LOT 154

**9TH LAND DISTRICT
CITY OF GAINESVILLE**

HALL COUNTY, GEORGIA

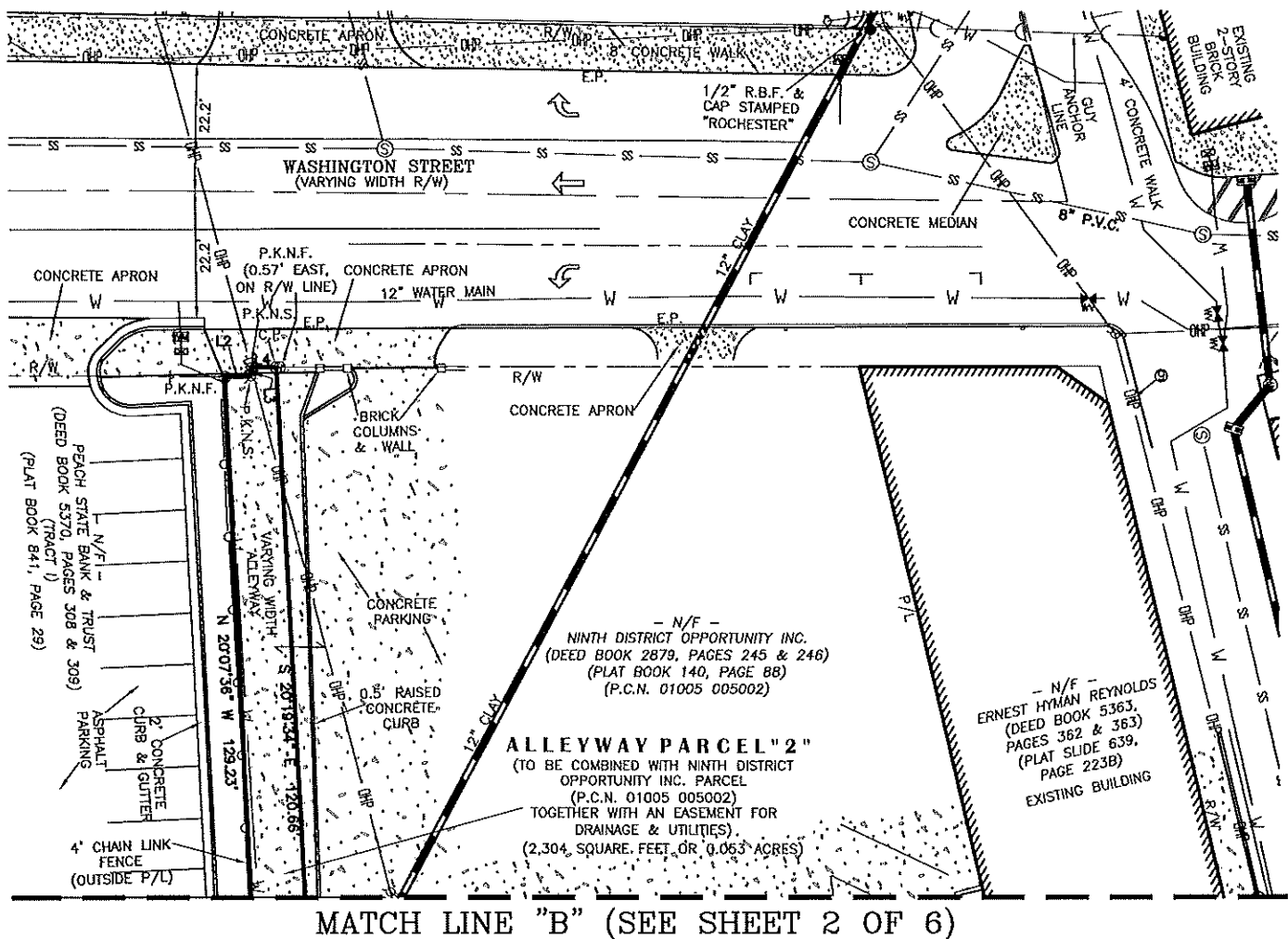


HALL COUNTY SURVEYOR

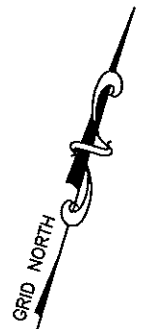
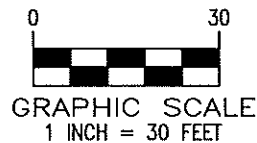
SCALE:
1" = 30'

DATE:
03/03/2021

21-015-PARCEL-2.dwg
JN. 21-015



LINE	BEARING	DISTANCE
L1	N 20°07'36" W	1.47'
L2	N 72°41'40" E	4.57'
L3	N 20°19'34" W	1.66'
L4	N 72°31'49" E	4.51'
L5	S 30°30'35" E	8.86'
L6	S 61°07'48" W	21.08'
L7	S 20°19'27" E	1.40'
L8	S 66°55'03" W	9.52'

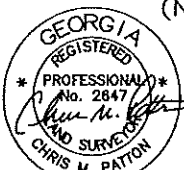


SHEET 3 OF 6



LAND SURVEYING, LLC
REGISTERED PROFESSIONAL
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P.O. BOX 256
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
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LAND SURVEYING FIRM CERTIFICATE OF
AUTHORIZATION NUMBER LSF 001029



HALL COUNTY SURVEYOR

SURVEY & DESCRIPTION FOR:

CITY OF GAINESVILLE

(ORDINANCE 2010-36, ALLEYWAY ABANDONMENT PROJECT)
(NINTH DISTRICT OPPORTUNITY INC. PARCEL 2)

- LOCATED IN -

LAND LOT 154

9TH LAND DISTRICT

CITY OF GAINESVILLE

HALL COUNTY, GEORGIA

SCALE:
1" = 30'

DATE:
03/03/2021

21-015-PARCEL-2.dwg
JN. 21-015

REFERENCES:

1. DEED BOOK 5370, PAGES 308 & 309
2. DEED BOOK 6257, PAGE 594
3. DEED BOOK 8475, PAGES 540 & 541
4. DEED BOOK 8330, PAGES 163 & 164
5. DEED BOOK 8401, PAGES 119-121
6. DEED BOOK 2879, PAGES 243 & 244
7. DEED BOOK 2879, PAGES 245 & 246
8. DEED BOOK 7280, PAGE 512
9. DEED BOOK 5363, PAGES 362 & 363
10. DEED BOOK 3550, PAGE 210
11. DEED BOOK 5338, PAGE 158
12. DEED BOOK 8534, PAGES 573 & 574
13. PLAT BOOK 841, PAGE 28
14. PLAT BOOK 841, PAGE 29
15. PLAT BOOK 858, PAGE 52
16. PLAT BOOK 63, PAGE 169
17. PLAT BOOK 867, PAGE 154
18. PLAT BOOK 140, PAGE 88
19. PLAT SLIDE 639, PAGE 223B
20. SURVEY PREPARED FOR PEACH STATE BANK BY PATTON LAND SURVEYING, LLC, PROJECT NUMBER 20-239, DATED MARCH 31ST, 2020.

LEGEND:

- ⊗ P.K.N.S. - PARKER KALON NAIL SET
- C.P. - CALCULATED POINT
- C.M.F. - CONCRETE MONUMENT FOUND
- ⊙ P.P. - POWER POLE
- ⊙ F.H. - FIRE HYDRANT
- ⊙ W.V. - WATER VALVE
- ⊙ J.B. - JUNCTION BOX
- ⊗ P.K.N.F. - PK NAIL FOUND
- ⊙ D.I. - DROP INLET
- ⊙ T.M. - TELEPHONE MANHOLE
- ⊙ E. - ELECTRIC MANHOLE
- ⊙ L.P. - LIGHT POLE
- ⊙ B.F.P. - BACK FLOW PREVENTOR
- ⊙ T.S.P. - TRAFFIC SIGNAL POLE
- ⊙ T.B. - TRAFFIC SIGNAL BOX
- ⊙ I.C.V. - IRRIGATION CONTROL VALVE
- ⊙ R/W - RIGHT-OF-WAY
- R.B.F. - REBAR PIN FOUND
- ⊙ W.M. - WATER METER
- ⊙ O.T.F. - OPEN TOP PIN FOUND
- ⊙ A.C. - AIR CONDITIONER
- ⊙ S.S.M.H. - SANITARY SEWER MANHOLE
- ⊙ C.O. - SANITARY CLEANOUT
- ⊙ T.R. - TELEPHONE RISER
- ⊙ G.M. - GAS METER
- ⊙ G.W. - GUY WIRE
- ⊙ R.W. - RETAINING WALL
- ⊙ R.L. - ROOF LINE
- ⊙ P/L - PROPERTY LINE
- ⊙ R/W - RIGHT-OF-WAY LINE
- ⊙ P.V.C. - POLYVINYL CHLORIDE PIPE
- ⊙ S.W.C.B. - SINGLE WING CATCH BASIN
- ⊙ P.C.N. - PARCEL CONTROL NUMBER
- ⊙ E.P. - EDGE OF PAVEMENT
- ⊙ C. - CENTERLINE
- ⊙ OHP - OVERHEAD POWER LINES
- ⊙ T.S.L. - TRAFFIC SIGNAL LINE
- ⊙ O.T. - OVERHEAD TELEPHONE
- ⊙ CONCRETE
- ⊙ ASPHALT
- ⊙ PAVERBRICK

SURVEYOR'S NOTES:

1. THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF HALL COUNTY, GA. COMMUNITY PANEL NO. 130263 0187 G, EFFECTIVE DATE: APRIL 4TH, 2018. THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OR ELEVATIONS OF THE FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE REFERENCED MAP OR PUBLIC DATA.
2. IF THIS PROPERTY CONTAINS FEMA AND/OR LOCAL FLOOD HAZARD AREAS. BOTH FEDERAL AND LOCAL RESTRICTIONS MAY APPLY.
3. THIS SURVEY WAS PREPARED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, WEST ZONE, NORTH AMERICAN DATUM OF 1983\2007 ADJUSTMENT. THE SCALE FACTOR FOR THIS SITE IS: 0.999911909. (GRID DISTANCE\SCALE FACTOR=GROUND DISTANCE). ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES UNLESS OTHERWISE STATED.
4. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGULATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB76 (2017).
5. CONVENTIONAL EQUIPMENT USED FOR MEASUREMENT WAS A TOPCON PS 103. GPS EQUIPMENT USED FOR MEASUREMENT WAS A CHAMPION TKO GNSS RECEIVER USING REALTIME KINEMATIC OBSERVATIONS PROCESSED THROUGH THE EGPS NETWORK.
6. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 21,772 FEET AND AN ANGULAR CLOSURE OF 00'00'03" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. FIELD PARTY W.H. & J.M.
7. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE AS FOLLOWS:

PARCEL 2 - WITHIN ONE FOOT IN 67,494 FEET.
8. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
9. THIS PLAT OF SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED UNDER THE CAPTION "SURVEY FOR" ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.
10. THE FIELD SURVEY WAS CONDUCTED ON FEBRUARY 18TH & MARCH 1ST, 2020.
11. THE UNDERGROUND UTILITIES SHOWN HEREON WERE LOCATED BASED ON SURFACE EVIDENCE AND FROM INFORMATION TAKEN FROM G.I.S./UTILITY WEB SITES.

SHEET 4 OF 6

SURVEY & DESCRIPTION FOR:

CITY OF GAINESVILLE

(ORDINANCE 2010-36, ALLEYWAY ABANDONMENT PROJECT)
(NINTH DISTRICT OPPORTUNITY INC. PARCEL 2)

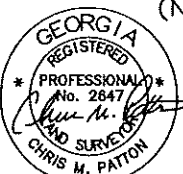
- LOCATED IN -

LAND LOT 154

9TH LAND DISTRICT

CITY OF GAINESVILLE

HALL COUNTY, GEORGIA



HALL COUNTY SURVEYOR

SCALE:
1" = 30'

DATE:
03/03/2021

21-015-PARCEL-2.dwg
JN. 21-015

Legal Description: Parcel "2" – Alleyway Abandonment

All that tract or parcel of land lying and being in Land Lot 154, 9th Land District, City of Gainesville, Hall County, Georgia as shown on a survey & description prepared by Patton Land Surveying, LLC, for City of Gainesville, dated March 3rd, 2021 and being more particularly described as follows:

Commencing at a PK Nail found at the centerline intersection of West Academy Street (varying width right-of-way) & Spring Street (varying width right-of-way), located at Georgia State Plane Coordinate Northing 1563625.87, Easting 2398578.66, Georgia West Zone, North American Datum of 1983/2007 adjustment, THENCE North 08 degrees 34 minutes 55 seconds East for a distance of 38.16 feet to a PK nail found at the intersection of the Westerly right-of-way line of said West Academy Street with the Northerly right-of-way line of said Spring Street;

Thence following the Northerly right-of-way line of said Spring Street the following courses:

Thence North 58 degrees 37 minutes 27 seconds East for a distance of 100.02 feet to a 3/8" rebar pin found; Thence North 58 degrees 49 minutes 03 seconds East for a distance of 83.54 feet to a point; Thence North 58 degrees 23 minutes 51 seconds East for a distance of 22.49 feet to a nail found

Thence leaving the Northerly right-of-way line of said Spring Street the following courses:

Thence North 20 degrees 53 minutes 55 seconds West for a distance of 128.13 feet to a point; Thence North 20 degrees 07 minutes 36 seconds West for a distance of 1.47 feet to an existing building corner and said point being the TRUE POINT OF BEGINNING.

Thence North 20 degrees 07 minutes 36 seconds West for a distance of 129.23 feet to a PK nail found on the Southerly right-of-way line of Washington Street (varying width right-of-way);

Thence following the Southerly right-of-way line of said Washington Street the following courses:

Thence North 72 degrees 41 minutes 40 seconds East for a distance of 4.57 feet to a PK nail set; Thence North 20 degrees 19 minutes 34 seconds West for a distance of 1.66 feet to a PK nail set; Thence North 72 degrees 31 minutes 49 seconds East for a distance of 4.51 feet to a point;

Thence leaving the Southerly right-of-way line of said Washington Street the following courses:

Thence South 20 degrees 19 minutes 34 seconds East for a distance of 120.66 feet to a PK nail set; Thence North 64 degrees 15 minutes 50 seconds East for a distance of 121.30 feet to an existing building corner;

Thence leaving said building corner and following the Southerly extension of the Westerly building line the following course:

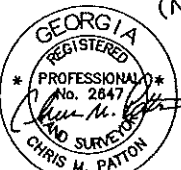
Thence South 30 degrees 30 minutes 35 seconds East for a distance of 8.86 feet to a PK nail set;

Thence leaving said Southerly building extension line the following course:

Thence South 61 degrees 07 minutes 48 seconds West for a distance of 21.08 feet to a PK nail set on the Easterly extension of an existing building line;

(LEGAL CONTINUED ON SHEET 6 OF 6)

SHEET 5 OF 6

SURVEY & DESCRIPTION FOR:		
CITY OF GAINESVILLE		
(ORDINANCE 2010-36, ALLEYWAY ABANDONMENT PROJECT)		
(NINTH DISTRICT OPPORTUNITY INC. PARCEL 2)		
- LOCATED IN -		
LAND LOT 154		
9TH LAND DISTRICT		
CITY OF GAINESVILLE		
HALL COUNTY, GEORGIA		
	SCALE: N/A	DATE: 03/03/2021
		21-015-PARCEL-2.dwg JN. 21-015

(LEGAL FROM SHEET 5 OF 6)

Thence following said Easterly extension and the existing building line the following course:

Thence South 65 degrees 27 minutes 23 seconds West for a distance of 101.76 feet to an existing building corner;

Thence continuing along said building line the following course:

Thence South 20 degrees 19 minutes 27 seconds East for a distance of 1.40 feet to a point of intersection of the said existing building line with the Easterly extension of a building line;

Thence following said Easterly extension line the following course:

Thence South 66 degrees 55 minutes 03 seconds West for a distance of 9.52 feet to a point and said point being the POINT OF BEGINNING.

Said property contains 2,304 Square feet or 0.053 acres more or less.

SHEET 6 OF 6

SURVEY & DESCRIPTION FOR:

CITY OF GAINESVILLE

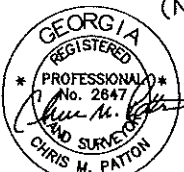
(ORDINANCE 2010-36, ALLEYWAY ABANDONMENT PROJECT)
(NINTH DISTRICT OPPORTUNITY INC. PARCEL 2)

- LOCATED IN -

LAND LOT 154

**9TH LAND DISTRICT
CITY OF GAINESVILLE**

HALL COUNTY, GEORGIA



HALL COUNTY SURVEYOR

SCALE:
N/A

DATE:
03/03/2021

21-015-PARCEL-2.dwg
JN. 21-015

CITY MANAGER DETERMINATIONS

Bryan Lackey, City Manager of the City of Gainesville, Georgia, hereby makes the following determinations pursuant to Sec. 2-3-2(b) of the Gainesville Code of Ordinances:

The 0.012 acre tract of real property shown on the attached Exhibit "A" (hereinafter referred to as "the Property") is a narrow strip of land, so shaped and so small as to be incapable of being used independently as zoned and under applicable subdivision and other development ordinances, and is also incapable of being used as a street, whether owned in fee or used by easement. The transfer of the Property to James M. Tortorelli will facilitate the enjoyment of the highest and best use of the abutting owners' property and will also benefit the City tax base and contribute to the overall development of the City's downtown. The reasonable fair market value of the Property, based upon an appraisal conducted by a licensed real estate appraiser within the last twelve (12) months, is \$2,515.00.

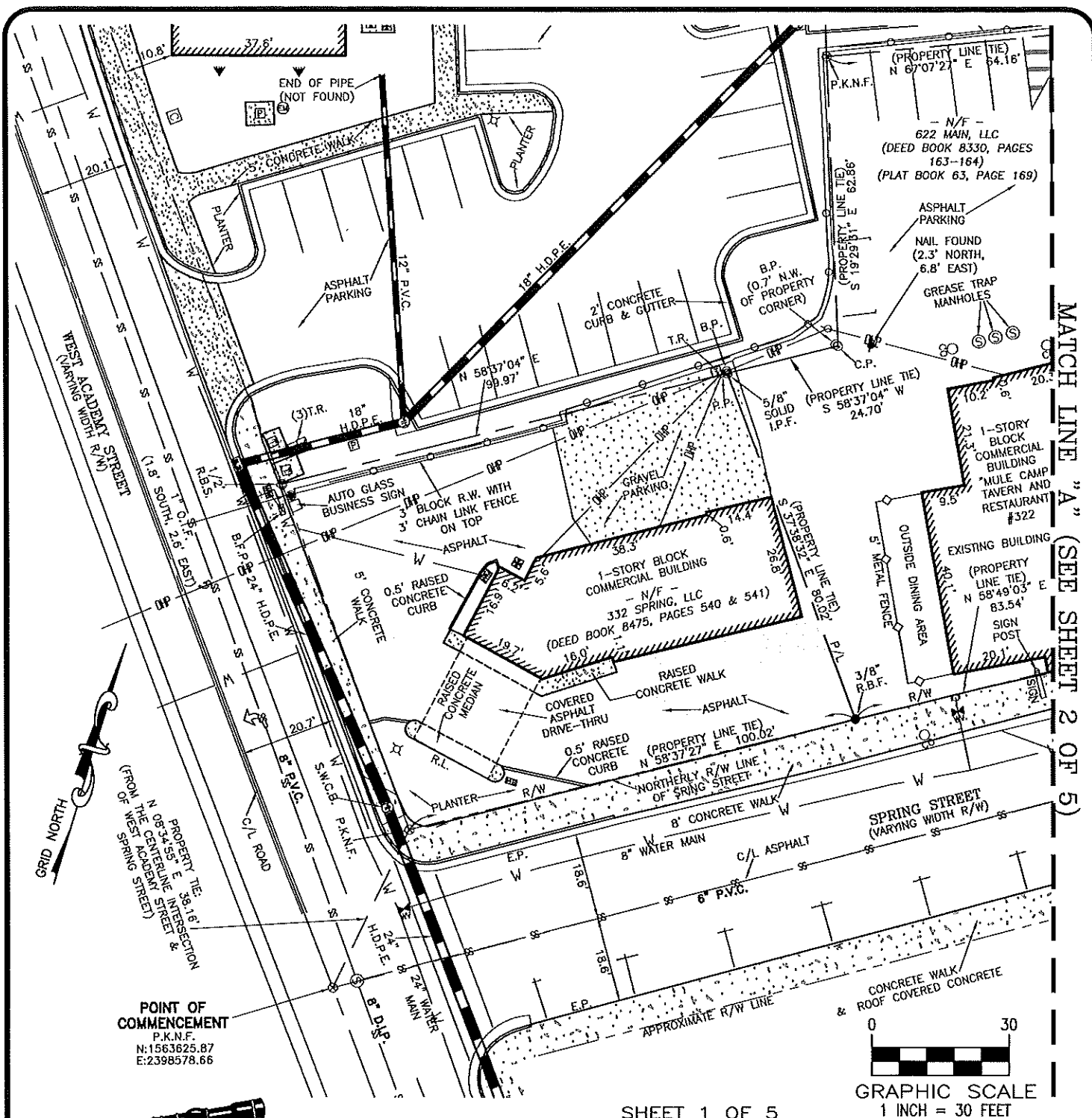
Based on the aforementioned determinations, the abutting property owners, Ninth District Opportunity, Inc., James M. Tortorelli and Ernest Hyman Reynolds, have been notified of the availability of the Property, and an abutting property owner, James M. Tortorelli, has expressed its desire to accept the transfer of the Property.

I hereby recommend that the governing body of the City of Gainesville authorize the transfer of the Property to James M. Tortorelli.

This ____ day of _____, 2021.

Bryan Lackey, City Manager

ASH/klo/15100/11401/W249140



SHEET 1 OF 5



PATTON
 LAND SURVEYING, LLC
 REGISTERED PROFESSIONAL
 LAND SURVEYORS
 P.O. BOX 256
 GAINESVILLE, GA. 30503
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 FAX: (770) 532-1995
 www.pattonsurveying.com

LAND SURVEYING FIRM CERTIFICATE OF
 AUTHORIZATION NUMBER LSF 001029



HALL COUNTY SURVEYOR

SURVEY & DESCRIPTION FOR:

CITY OF GAINESVILLE

(ORDINANCE 2010-36, ALLEYWAY ABANDONMENT PROJECT)
 (JAMES M. TORTORELLI - PARCEL 3)

- LOCATED IN -
LAND LOT 154

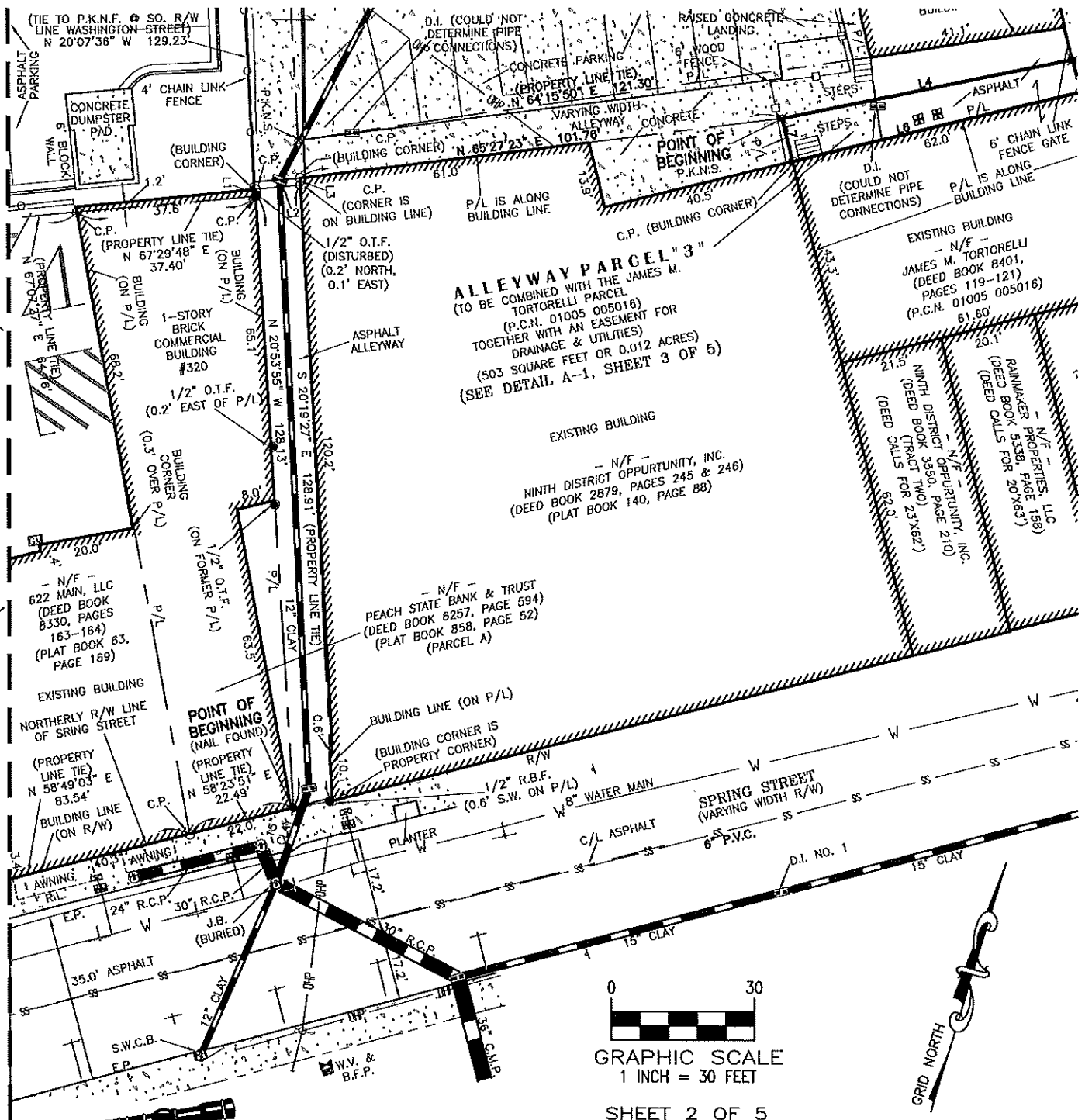
**9TH LAND DISTRICT
 CITY OF GAINESVILLE
 HALL COUNTY, GEORGIA**

SCALE:
 1" = 30'

DATE:
 03/02/2021

21-015-PARCEL-3.dwg
 JN. 21-015

MATCH LINE "A" (SEE SHEET 2 OF 5)



PATTON
 LAND SURVEYING, LLC
 REGISTERED PROFESSIONAL
 LAND SURVEYORS
 P.O. BOX 256
 GAINESVILLE, GA. 30503
 PHONE: (770) 532-6492
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**9TH LAND DISTRICT
 CITY OF GAINESVILLE**

HALL COUNTY, GEORGIA

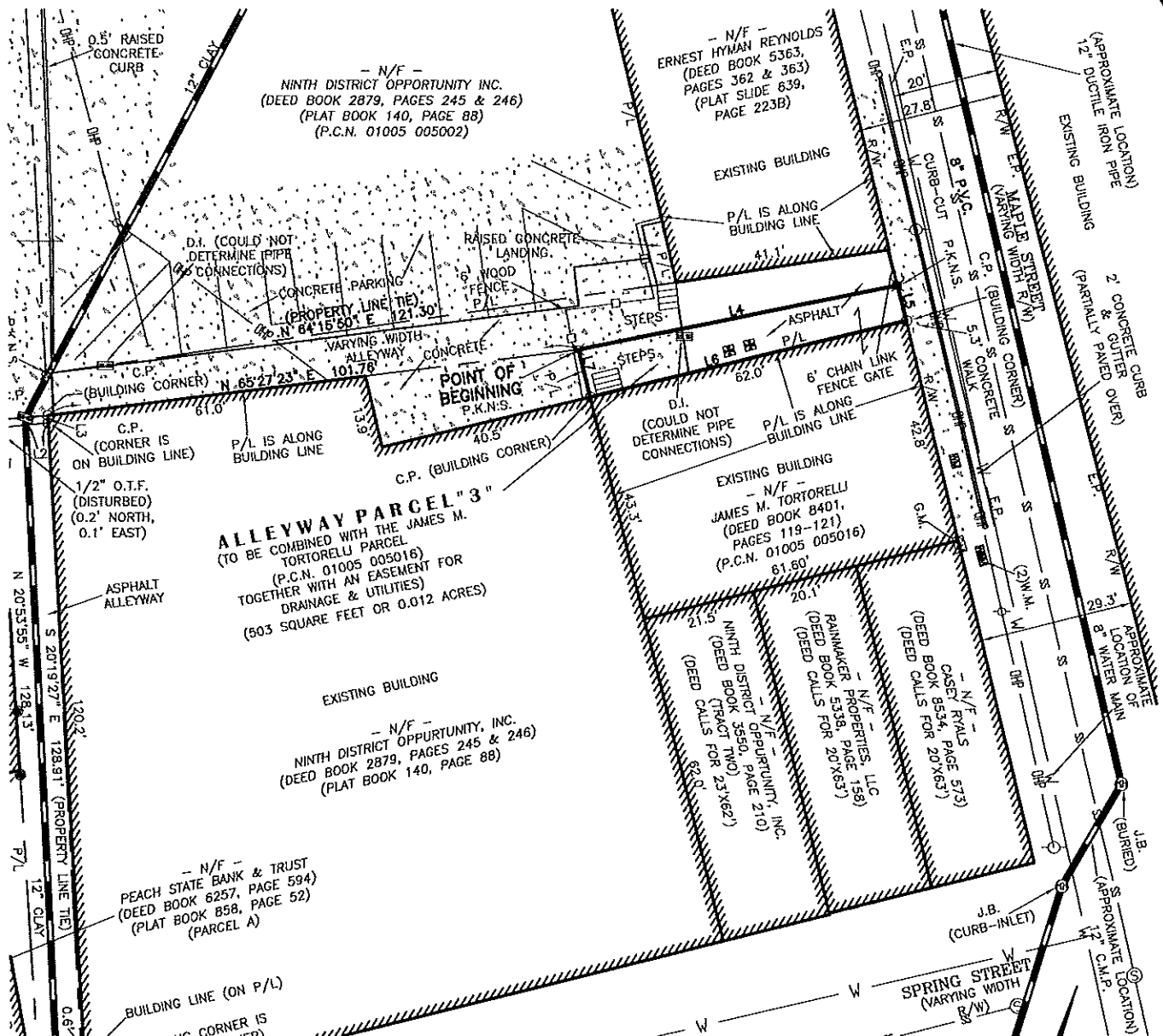


HALL COUNTY SURVEYOR

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LINE	BEARING	DISTANCE
L1	N 20°07'36" W	1.47'
L2	N 66°55'03" E	9.52'
L3	N 20°19'27" W	1.40'
L4	N 61°07'48" E	62.07'
L5	S 30°51'07" E	6.94'
L6	S 58°57'47" W	61.99'
L7	N 31°07'20" W	9.29'

DETAIL A-1



SHEET 3 OF 5



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HALL COUNTY SURVEYOR

SURVEY & DESCRIPTION FOR:

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**9TH LAND DISTRICT
 CITY OF GAINESVILLE**

HALL COUNTY, GEORGIA

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REFERENCES:

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17. PLAT BOOK 867, PAGE 154
18. PLAT BOOK 140, PAGE 88
19. PLAT SLIDE 639, PAGE 223B
20. SURVEY PREPARED FOR PEACH STATE BANK BY PATTON LAND SURVEYING, LLC, PROJECT NUMBER 20-239, DATED MARCH 31ST, 2020.

LEGEND:

- ⊗ P.K.N.S. - PARKER KALON NAIL SET
- C.P. - CALCULATED POINT
- C.M.F. - CONCRETE MONUMENT FOUND
- ⊙ P.P. - POWER POLE
- ⊙ F.H. - FIRE HYDRANT
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- ⊙ R/W - RIGHT-OF-WAY
- R.B.F. - REBAR PIN FOUND
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- CONCRETE
- ASPHALT
- PAVERBRICK

SURVEYOR'S NOTES:

1. THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF HALL COUNTY, GA. COMMUNITY PANEL NO. 130263 0187 G, EFFECTIVE DATE: APRIL 4TH, 2018. THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OR ELEVATIONS OF THE FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE REFERENCED MAP OR PUBLIC DATA.
2. IF THIS PROPERTY CONTAINS FEMA AND/OR LOCAL FLOOD HAZARD AREAS. BOTH FEDERAL AND LOCAL RESTRICTIONS MAY APPLY.
3. THIS SURVEY WAS PREPARED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, WEST ZONE, NORTH AMERICAN DATUM OF 1983\2007 ADJUSTMENT. THE SCALE FACTOR FOR THIS SITE IS: 0.999911909. (GRID DISTANCE\SCALE FACTOR=GROUND DISTANCE). ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES UNLESS OTHERWISE STATED.
4. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGULATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB76 (2017).
5. CONVENTIONAL EQUIPMENT USED FOR MEASUREMENT WAS A TOPCON PS 103. GPS EQUIPMENT USED FOR MEASUREMENT WAS A CHAMPION TKO GNSS RECEIVER USING REALTIME KINEMATIC OBSERVATIONS PROCESSED THROUGH THE EGPS NETWORK.
6. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 21,772 FEET AND AN ANGULAR CLOSURE OF 00°00'03" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. FIELD PARTY W.H. & J.M.
7. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE AS FOLLOWS:

PARCEL 2 - WITHIN ONE FOOT IN 67,494 FEET.
8. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
9. THIS PLAT OF SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED UNDER THE CAPTION "SURVEY FOR" ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.
10. THE FIELD SURVEY WAS CONDUCTED ON FEBRUARY 18TH & MARCH 1ST, 2020.
11. THE UNDERGROUND UTILITIES SHOWN HEREON WERE LOCATED BASED ON SURFACE EVIDENCE AND FROM INFORMATION TAKEN FROM G.I.S./UTILITY WEB SITES.

SHEET 4 OF 5

SURVEY & DESCRIPTION FOR:

CITY OF GAINESVILLE
(ORDINANCE 2010-36, ALLEYWAY ABANDONMENT PROJECT)
(JAMES M. TORTORELLI - PARCEL 3)

- LOCATED IN -

LAND LOT 154

9TH LAND DISTRICT

CITY OF GAINESVILLE

HALL COUNTY, GEORGIA



HALL COUNTY SURVEYOR

SCALE:
1" = 30'

DATE:
03/02/2021

21-015-PARCEL-3.dwg
JN. 21-015

Legal Description: Parcel "3" – Alleyway Abandonment

All that tract or parcel of land lying and being in Land Lot 154, 9th Land District, City of Gainesville, Hall County, Georgia as shown on a survey & description prepared by Patton Land Surveying, LLC, for City of Gainesville, dated March 2nd, 2021 and being more particularly described as follows:

Commencing at a PK Nail found at the centerline intersection of West Academy Street (varying width right-of-way) & Spring Street (varying width right-of-way), located at Georgia State Plane Coordinate Northing 1563625.87, Easting 2398578.66, Georgia West Zone, North American Datum of 1983/2007 adjustment, THENCE North 08 degrees 34 minutes 55 seconds East for a distance of 38.16 feet to a PK nail found at the intersection of the Westerly right-of-way line of said West Academy Street with the Northerly right-of-way line of said Spring Street;

Thence following the Northerly right-of-way line of said Spring Street the following courses:

Thence North 58 degrees 37 minutes 27 seconds East for a distance of 100.02 feet to a 3/8" rebar pin found; Thence North 58 degrees 49 minutes 03 seconds East for a distance of 83.54 feet to a point; Thence North 58 degrees 23 minutes 51 seconds East for a distance of 22.49 feet to a nail found

Thence leaving the Northerly right-of-way line of said Spring Street the following courses:

Thence North 20 degrees 53 minutes 55 seconds West for a distance of 128.13 feet to a point; Thence North 20 degrees 07 minutes 36 seconds West for a distance of 1.47 feet to an existing building corner; Thence North 66 degrees 55 minutes 03 seconds East for a distance of 9.52 feet to a point on an existing building line;

Thence following said building line the following course:

Thence North 20 degrees 19 minutes 27 seconds West for a distance of 1.40 feet to a an existing building corner;

Thence following said building line and the Easterly extension thereof the following course:

Thence North 65 degrees 27 minutes 23 seconds East for a distance of 101.76 feet to a PK nail set on the intersection of the said Westerly extension of said building line with the Northerly extension of an existing building line and said point being the TRUE POINT OF BEGINNING.

Thence North 61 degrees 07 minutes 48 seconds East for a distance of 62.07 feet to a PK nail set on the Westerly right-of-way line of Maple Street (varying width right-of-way);

Thence following the Westerly right-of-way of said Maple Street;

Thence South 30 degrees 51 minutes 07 seconds East for a distance of 6.94 feet to a an existing building corner;

Thence leaving the Westerly right-of-way of said Maple Street and following an existing building line;

Thence South 58 degrees 57 minutes 47 seconds West for a distance of 61.99 feet to an existing building corner;

Thence leaving said building corner and following the Northerly extension of an existing building line the following course:

Thence North 31 degrees 07 minutes 20 seconds West for a distance of 9.29 feet to a point and said point being the POINT OF BEGINNING.

Said property contains 503 Square feet or 0.012 acres more or less.

SHEET 5 OF 5

SURVEY & DESCRIPTION FOR:

CITY OF GAINESVILLE

(ORDINANCE 2010-36, ALLEYWAY ABANDONMENT PROJECT)
(JAMES M. TORTORELLI – PARCEL 3)

- LOCATED IN -

LAND LOT 154

9TH LAND DISTRICT

CITY OF GAINESVILLE

HALL COUNTY, GEORGIA



HALL COUNTY SURVEYOR

SCALE:
N/A

DATE:
03/02/2021

21-015-PARCEL-3.dwg
JN. 21-015

CITY MANAGER DETERMINATIONS

Bryan Lackey, City Manager of the City of Gainesville, Georgia, hereby makes the following determinations pursuant to Sec. 2-3-2(b) of the Gainesville Code of Ordinances:

The 0.010 acre tract of real property shown on the attached Exhibit "A" (hereinafter referred to as "the Property") is a narrow strip of land, so shaped and so small as to be incapable of being used independently as zoned and under applicable subdivision and other development ordinances, and is also incapable of being used as a street, whether owned in fee or used by easement. The transfer of the Property to Ernest Hyman Reynolds will facilitate the enjoyment of the highest and best use of the abutting owners' property and will also benefit the City tax base and contribute to the overall development of the City's downtown. The reasonable fair market value of the Property, based upon an appraisal conducted by a licensed real estate appraiser within the last twelve (12) months, is \$1,620.00.

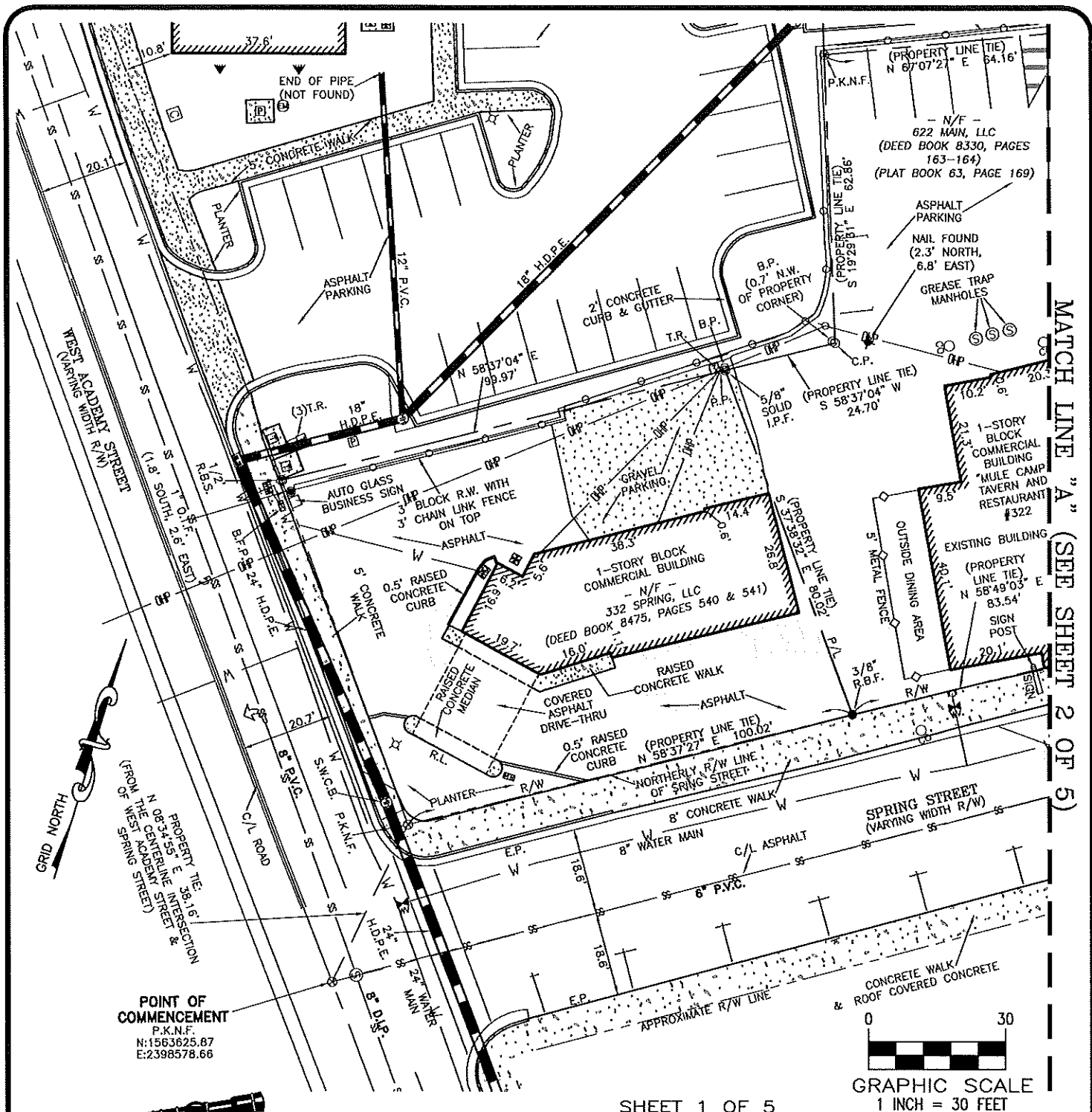
Based on the aforementioned determinations, the abutting property owners, Ninth District Opportunity, Inc., James M. Tortorelli and Ernest Hyman Reynolds, have been notified of the availability of the Property, and an abutting property owner, Ernest Hyman Reynolds, has expressed its desire to accept the transfer of the Property.

I hereby recommend that the governing body of the City of Gainesville authorize the transfer of the Property to Ernest Hyman Reynolds.

This ____ day of _____, 2021.

Bryan Lackey, City Manager

ASH/klo/15100/11401/W249147



MATCH LINE "A" (SEE SHEET 2 OF 5)

SHEET 1 OF 5



PATTON
LAND SURVEYING, LLC
REGISTERED PROFESSIONAL
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PHONE: (770) 532-6492
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LAND SURVEYING FIRM CERTIFICATE OF
AUTHORIZATION NUMBER LSF 001029



HALL COUNTY SURVEYOR

SURVEY & DESCRIPTION FOR:

CITY OF GAINESVILLE

(ORDINANCE 2010-36, ALLEYWAY ABANDONMENT PROJECT)
(ERNEST HYMAN REYNOLDS - PARCEL 4)

- LOCATED IN -
LAND LOT 154

9TH LAND DISTRICT
CITY OF GAINESVILLE

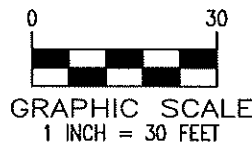
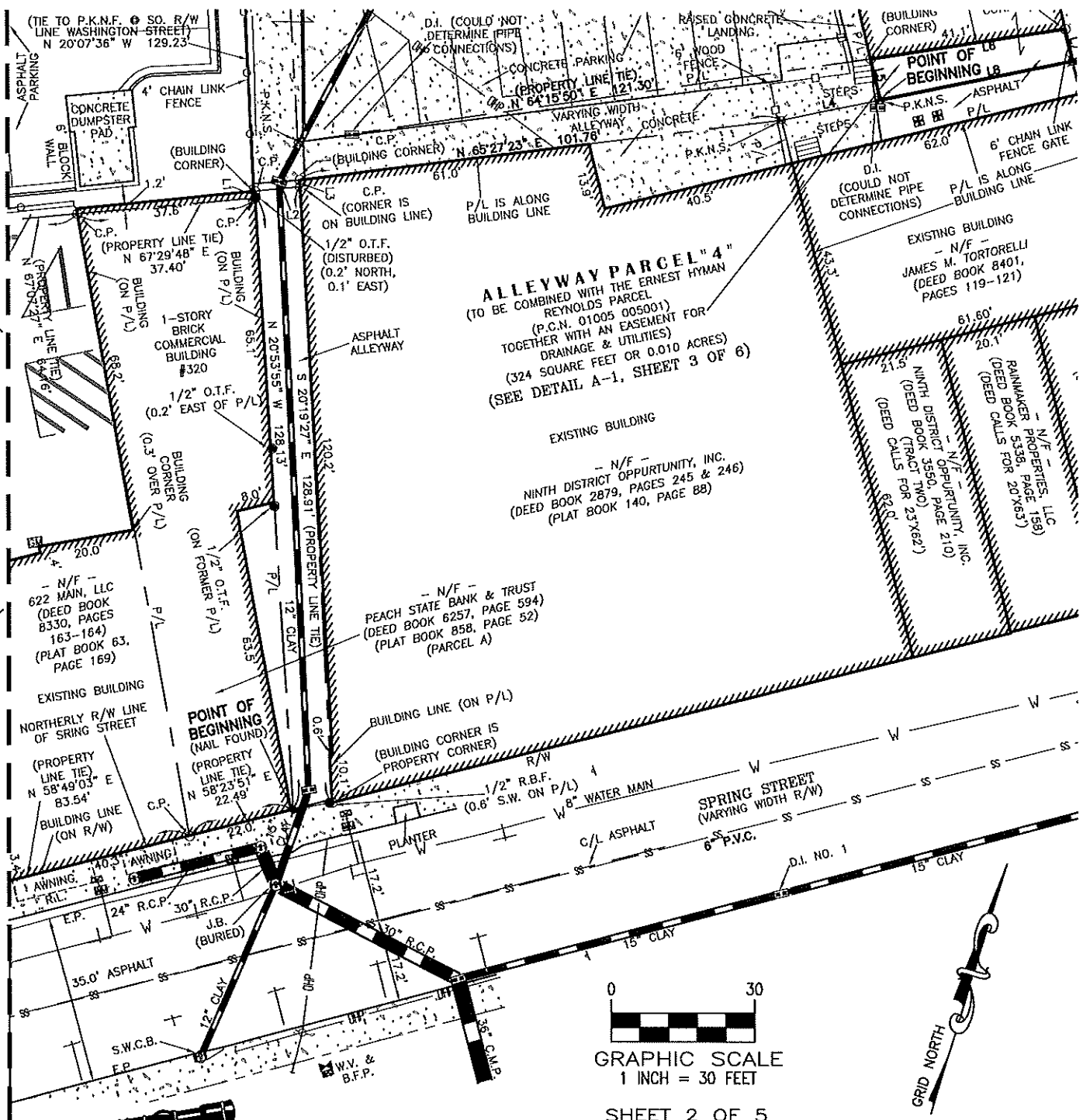
HALL COUNTY, GEORGIA

SCALE:
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21-015-PARCEL-4.dwg
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MATCH LINE "A" (SEE SHEET 2 OF 5)



SHEET 2 OF 5



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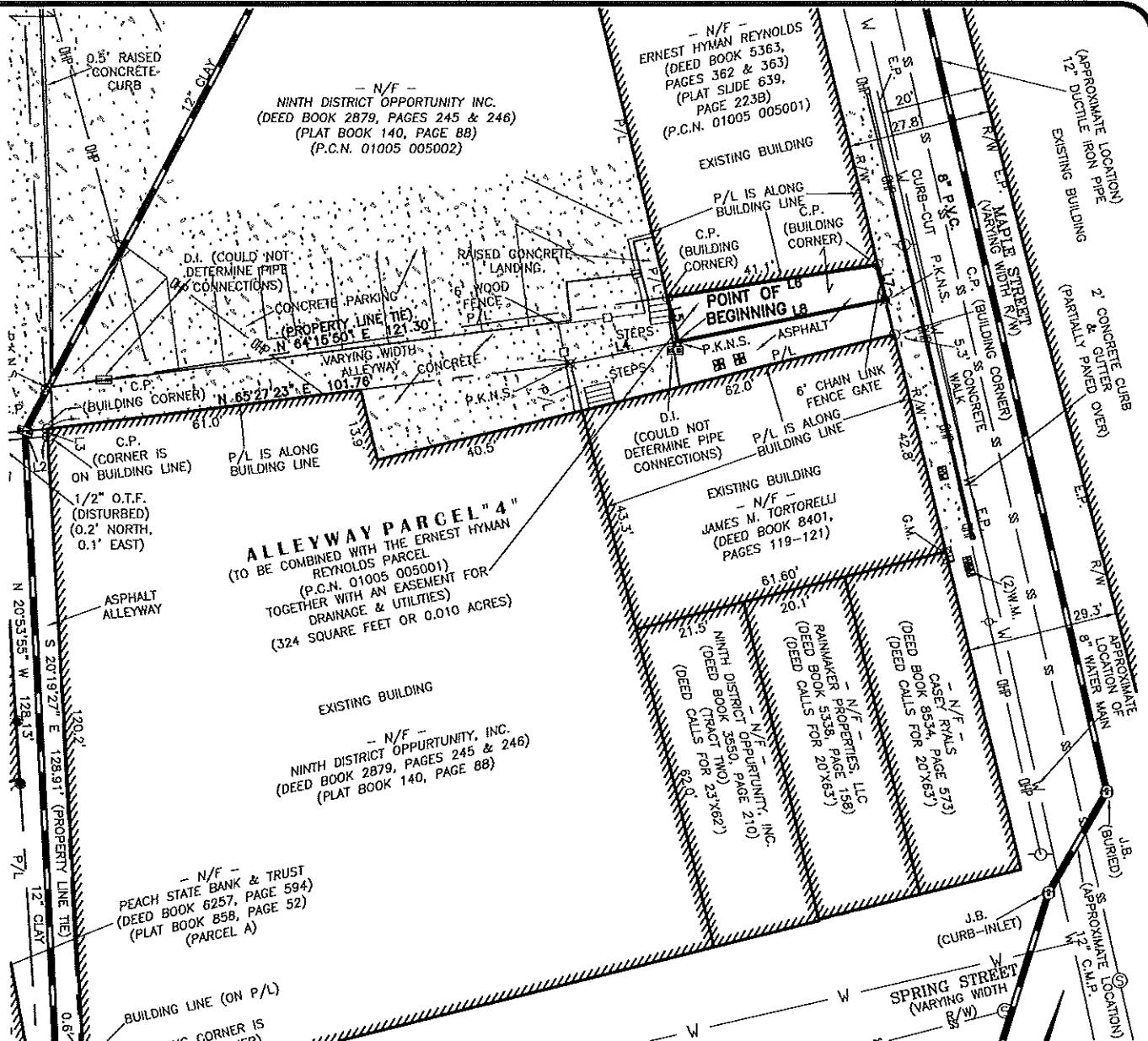
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LAND LOT 154

**9TH LAND DISTRICT
CITY OF GAINESVILLE**

HALL COUNTY, GEORGIA

DATE:
03/03/2021

21-015-PARCEL-4.dwg
JN. 21-015



DETAIL A-1



SHEET 3 OF 5

LINE	BEARING	DISTANCE
L1	N 20°07'36" W	1.47'
L2	N 66°55'03" E	9.52'
L3	N 20°19'27" W	1.40'
L4	N 61°07'48" E	21.08'
L5	N 30°30'35" W	8.86'
L6	N 63°49'06" E	41.05'
L7	S 30°51'07" E	6.94'
L8	S 61°07'48" W	40.99'



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LEGEND:

- ⊗ P.K.N.S. - PARKER KALON NAIL SET
- C.P. - CALCULATED POINT
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SURVEYOR'S NOTES:

1. THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF HALL COUNTY, GA. COMMUNITY PANEL NO. 130263 0187 G, EFFECTIVE DATE: APRIL 4TH, 2018. THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OR ELEVATIONS OF THE FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE REFERENCED MAP OR PUBLIC DATA.
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7. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE AS FOLLOWS:
PARCEL 2 - WITHIN ONE FOOT IN 67,494 FEET.
8. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
9. THIS PLAT OF SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED UNDER THE CAPTION "SURVEY FOR" ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.
10. THE FIELD SURVEY WAS CONDUCTED ON FEBRUARY 18TH & MARCH 1ST, 2020.
11. THE UNDERGROUND UTILITIES SHOWN HEREON WERE LOCATED BASED ON SURFACE EVIDENCE AND FROM INFORMATION TAKEN FROM G.I.S./UTILITY WEB SITES.

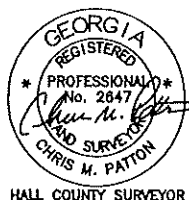
SHEET 4 OF 5

SURVEY & DESCRIPTION FOR:

CITY OF GAINESVILLE
(ORDINANCE 2010-36, ALLEYWAY ABANDONMENT PROJECT)
(ERNEST HYMAN REYNOLDS - PARCEL 4)

- LOCATED IN -
LAND LOT 154

9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA



SCALE:
1" = 30'

DATE:
03/03/2021

21-015-PARCEL-4.dwg
JN. 21-015

Legal Description: Parcel "4" - Alleyway Abandonment

All that tract or parcel of land lying and being in Land Lot 154, 9th Land District, City of Gainesville, Hall County, Georgia as shown on a survey & description prepared by Patton Land Surveying, LLC, for City of Gainesville, dated March 2nd, 2021 and being more particularly described as follows:

Commencing at a PK Nail found at the centerline intersection of West Academy Street (varying width right-of-way) & Spring Street (varying width right-of-way), located at Georgia State Plane Coordinate Northing 1563625.87, Easting 2398578.66, Georgia West Zone, North American Datum of 1983/2007 adjustment, THENCE North 08 degrees 34 minutes 55 seconds East for a distance of 38.16 feet to a PK nail found at the intersection of the Westerly right-of-way line of said West Academy Street with the Northerly right-of-way line of said Spring Street;

Thence following the Northerly right-of-way line of said Spring Street the following courses:

Thence North 58 degrees 37 minutes 27 seconds East for a distance of 100.02 feet to a 3/8" rebar pin found; Thence North 58 degrees 49 minutes 03 seconds East for a distance of 83.54 feet to a point; Thence North 58 degrees 23 minutes 51 seconds East for a distance of 22.49 feet to a nail found

Thence leaving the Northerly right-of-way line of said Spring Street the following courses:

Thence North 20 degrees 53 minutes 55 seconds West for a distance of 128.13 feet to a point; Thence North 20 degrees 07 minutes 36 seconds West for a distance of 1.47 feet to an existing building corner; Thence North 66 degrees 55 minutes 03 seconds East for a distance of 9.52 feet to a point on an existing building line;

Thence following said building line the following course:

Thence North 20 degrees 19 minutes 27 seconds West for a distance of 1.40 feet to a an existing building corner;

Thence following said building line and the Easterly extension thereof the following course:

Thence North 65 degrees 27 minutes 23 seconds East for a distance of 101.76 feet to a PK nail set on the intersection of the said Westerly extension of said building line with the Northerly extension of an existing building line;

Thence leaving said building extension intersection the following course:

Thence North 61 degrees 07 minutes 48 seconds East for a distance of 21.08 feet to a PK nail set on the Southerly extension of an existing building line and said point being the TRUE POINT OF BEGINNING. Thence following said Southerly building extension line the following course:

Thence North 30 degrees 30 minutes 35 seconds West for a distance of 8.86 feet to an existing building corner;

Thence following an existing building line the following course:

Thence North 63 degrees 49 minutes 06 seconds East for a distance of 41.05 feet to an existing building corner on the Westerly right-of-way line of Maple Street (varying width right-of-way);

Thence following the Westerly right-of-way of said Maple Street;

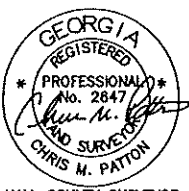
Thence South 30 degrees 51 minutes 07 seconds East for a distance of 6.94 feet to a PK nail set;

Thence leaving the Westerly right-of-way of said Maple Street the following course;

Thence South 61 degrees 07 minutes 48 seconds West for a distance of 40.99 feet to a point and said point being the POINT OF BEGINNING.

Said property contains 324 Square feet or 0.010 acres more or less.

SHEET 5 OF 5

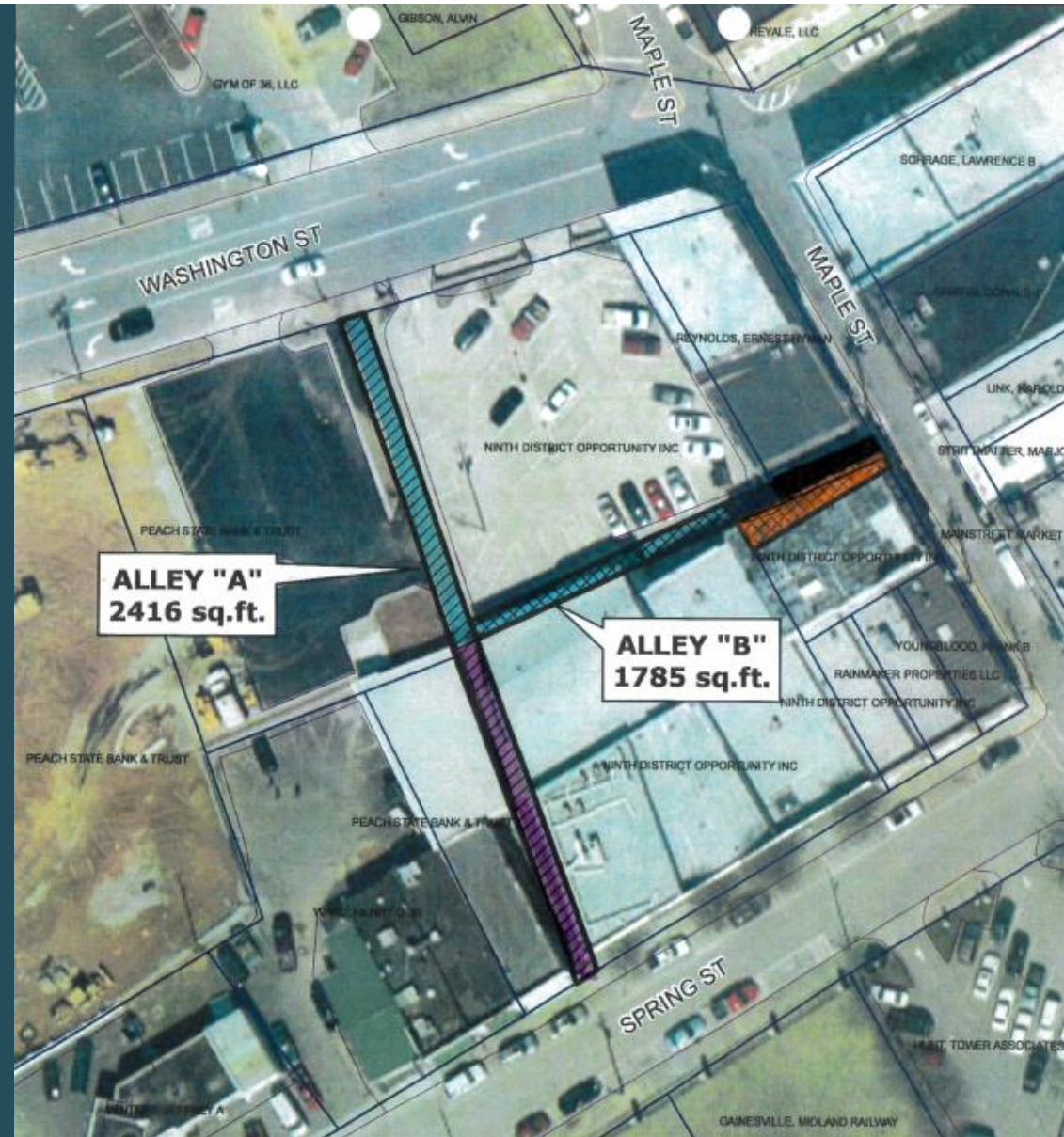
SURVEY & DESCRIPTION FOR:		
CITY OF GAINESVILLE		
(ORDINANCE 2010-36, ALLEYWAY ABANDONMENT PROJECT) (ERNEST HYMAN REYNOLDS - PARCEL 4)		
- LOCATED IN -		
LAND LOT 154		
9TH LAND DISTRICT		
CITY OF GAINESVILLE		
HALL COUNTY, GEORGIA		
		
	SCALE: N/A	DATE: 03/03/2021
	21-015-PARCEL-4.dwg JN. 21-015	

Blue : Ninth District Opportunity

Purple : Peach State Bank

Black : Ernest Hyman Reynolds

Orange : James Tortorelli



First Reading: 09/07/2010
Published: 09/10/2010
Passed: 09/21/2010

AN ORDINANCE

NO. 2010-36

AN ORDINANCE OFFICIALLY DISCONTINUING, CLOSING AND ABANDONING TWO UNNAMED ALLEYWAYS TOTALING 0.096± ACRE IN SIZE, LOCATED BETWEEN SPRING STREET, WASHINGTON STREET AND MAPLE STREET; WITH ALL ACREAGE BEING LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, GEORGIA; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Gainesville, hereinafter referred to as the "City", having determined that two unnamed alleyways totaling 0.096± acre in size, located between Spring Street, Washington Street and Maple Street as defined in the attached **Exhibit "A"**, have been discontinued, closed, and abandoned.

NOW THEREFORE, be it ordained by the City Council of the City of Gainesville as follows:

SECTION I.

That the two alleyways as defined in the attached **Exhibit "A"** are hereby discontinued, closed, and abandoned with the following condition:

Condition

The existing drainage easement located within the subject portion of alleyway to be abandoned shall be maintained within the width of the alleyway. The required easement shall be made part of the deed recorded by the applicant or property owner(s).

SECTION II.

That the City of Gainesville reserves an easement over the full width and length of the abandoned property to construct and maintain existing and future utilities within the abandoned property.

SECTION III.

That the abandoned property by this Ordinance shall be conveyed to the adjoining landowners, by quit claim deed.

SECTION IV.

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

ORDINANCE NO. 2010-36

SECTION V.

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 VI.

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



**CITY OF GAINESVILLE
CITY MANAGER'S OFFICE**

Denise Jordan, CMC
City Clerk

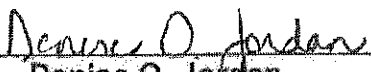
300 Henry Ward Way
Post Office Box 2496
Gainesville, Georgia 30503-2496
Telephone: 770.535.6862
Fax: 770.297.5405
Web Site: www.gainesville.org

CERTIFIED ORDINANCE

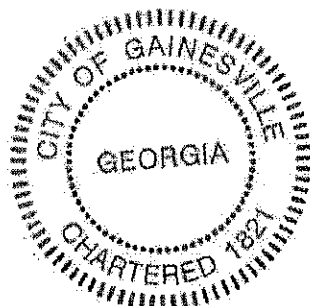
STATE OF GEORGIA
COUNTY OF HALL

This is to certify that I am City Clerk of the City Council of the City of Gainesville. As such, I keep its official records, including its minutes, and in that capacity do certify that Ordinance Number 2010-36 was approved during the September 21, 2010 Council Meeting.

Witness of my official signature and seal this 21st day of September, 2010.


Denise O. Jordan
City Clerk

(Seal)

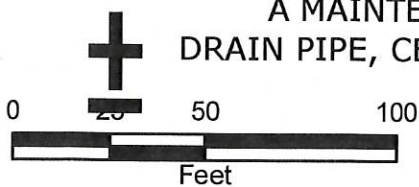




ALLEY "A"
2416 sq.ft.

ALLEY "B"
1785 sq.ft.

A MAINTENANCE EASEMENT IS TO BE RETAINED FOR EXISTING STORM DRAIN PIPE, CENTERED ON THE PIPE, NOT TO EXCEED THE LIMITS OF THE ALLEYS.



**2 PUBLIC ALLEYS TO BE ABANDONED AND
DEEDED TO ADJACENT PROPERTY OWNERS**

EXHIBIT "A"

Page 28 of 100

Ninth District Opportunity, Inc., petitions to have a narrow, unnamed alley connecting Washington Street and Spring Street abandoned by the City of Gainesville. A legal description of the petitioner's property at 308 Spring Street SW, adjacent to the alley, is enclosed.

A number of compelling reasons are cited for the petition:

1. Public safety – the concrete/asphalt alley is located between Ninth District Opportunity and an investment property owned by Peach State Bank. At its origin on Spring Street, the width is 9'1" which is deemed unsafe for vehicular passage. The midpoint width is 9'10". The concrete portion is buckled, cracked and generally unmaintained.
2. Abandonment and subsequent division to the two adjacent property owners will allow Ninth District Opportunity to expand its existing parking area. About 40 employees work daily in these offices which serve clients in twenty counties.
3. Abandonment, as proposed, can allow more efficient yet restricted access to the investment property owned by Peach State Bank, the property formerly known as Pierce Plumbing and Heating at 320 Spring Street, including its warehouse which abuts the existing bank parking lot.
4. There is no public safety lighting in the existing alley enticing vagrants and public trash.

With respect, we request that the property be divided suitably to the needs of ourselves and the bank. As such, rather than a "divide down the middle" approach, we prefer a "55-45" horizontal division as marked on the concept plan. This division would enhance both adjoining property owners.

The abandonment and subsequent property division is viewed as an incentive to keep Ninth District Opportunity in its current location as a regional headquarters and to Peach State Bank for further expansion or development.

Narrative amendment

Upon filing initial documents with the Planning Commission staff, petitioner is advised of a second, unnamed alley near its property. Said alley connects between Maple Street and the petition's subject alley and, as understood, also can be abandoned. Ninth District Opportunity is the property owner adjacent to the second, unnamed alley; Ernest Hyman Reynolds is the other property owner. Ninth District Opportunity has no objection to a second alley being abandoned concurrently.



CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 5/11/2021
Presenter: Bryan Lackey
Item of Business: Fiscal Year 2022 Recommended Budget
Meeting Date: 5/13/2021

Purpose of Request:

Presentation of the FY2022 Budget to be considered for adoption.

History/Background:

Historically, the City Manager presents the proposed budget for all funds to be considered by the governing body.

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

Bryan Lackey

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

Amount Requested:

Source of Funds:

Finance Comments:

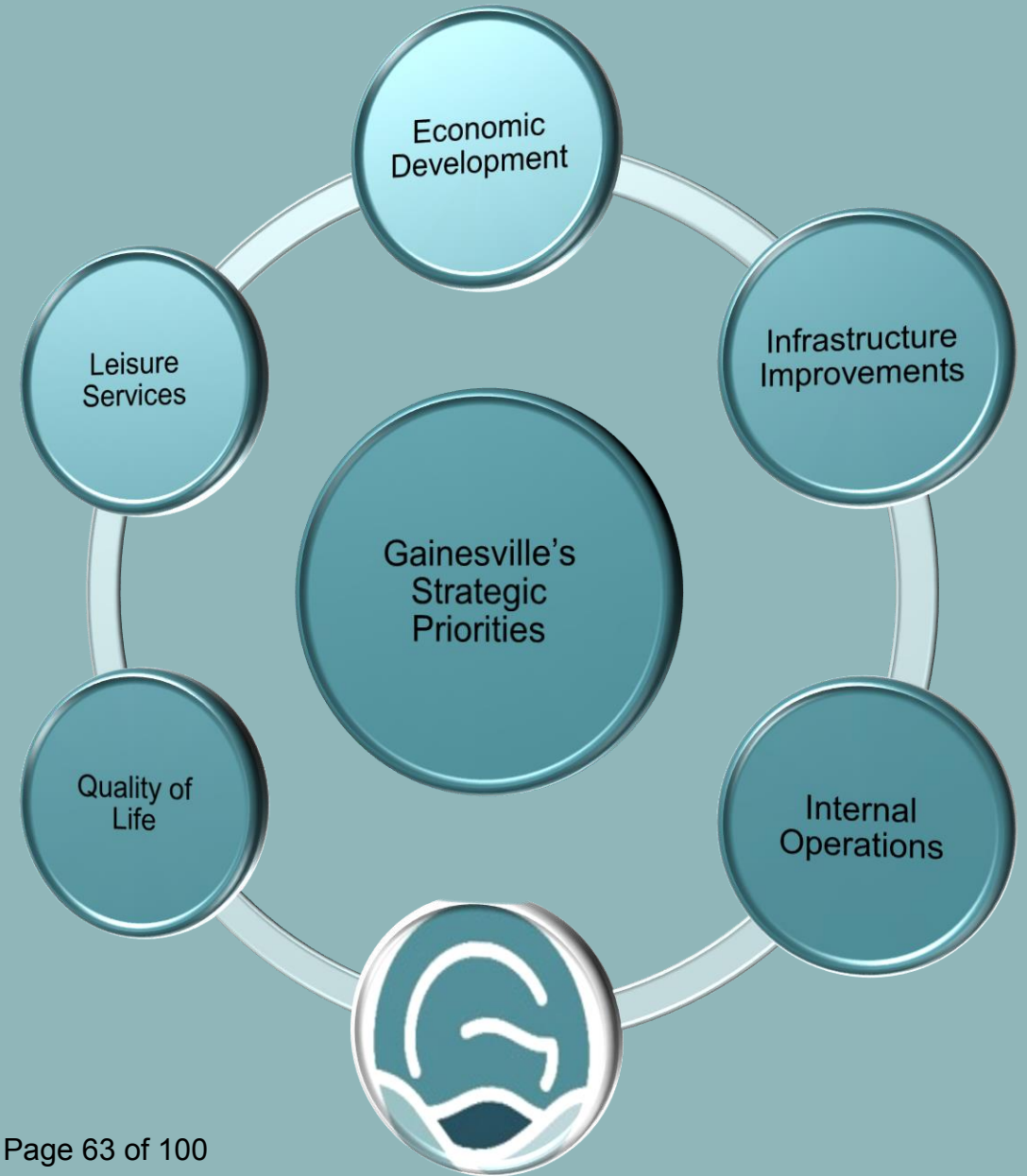
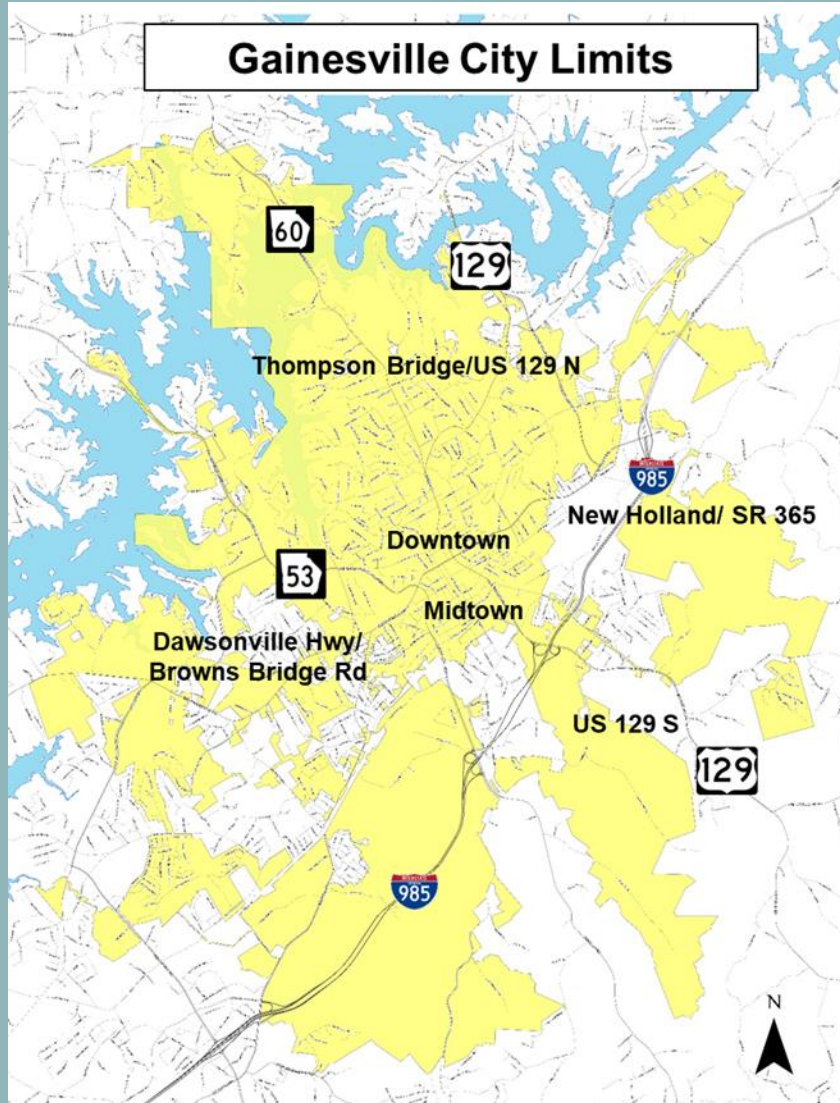
Administrative Comments:

ATTACHMENTS:

Description	Type
☐ FY22 Budget Presentation	Powerpoint Presentation
☐ FY22 Proposed Budget	Report

Proposed Fiscal Year 2022 Budget

2021 Council Retreat Recap



2021 Council Retreat Recap



GIVE THE GIFT OF LOCAL

\$10 Main Street Money

TEN DOLLARS

These gift certificates are good at over 25 different businesses downtown!

PROUD NCAA CHAMPIONSHIP HOST

ACCOMPLISHMENTS

CHALLENGES + OPPORTUNITIES

CURRENT DISCUSSION: **INITIATIVES**

PLS DNT TXT + DRIVE

SPOT THE COP

HALL COUNTY SHERIFF'S OFFICE

ADVANCE

3 Basic Traffic Laws Regarding Traffic Control:

1. Obey traffic control devices, such as lights and signs (including those painted on the road surface). O.C.G.A. 40-6-20
2. Obey public safety officers or authorized personnel even if it contradicts traffic control device. O.C.G.A. 40-6-2
3. Do not drive on a closed road (construction, parade, etc.). O.C.G.A. 40-6-20

INITIATIVES

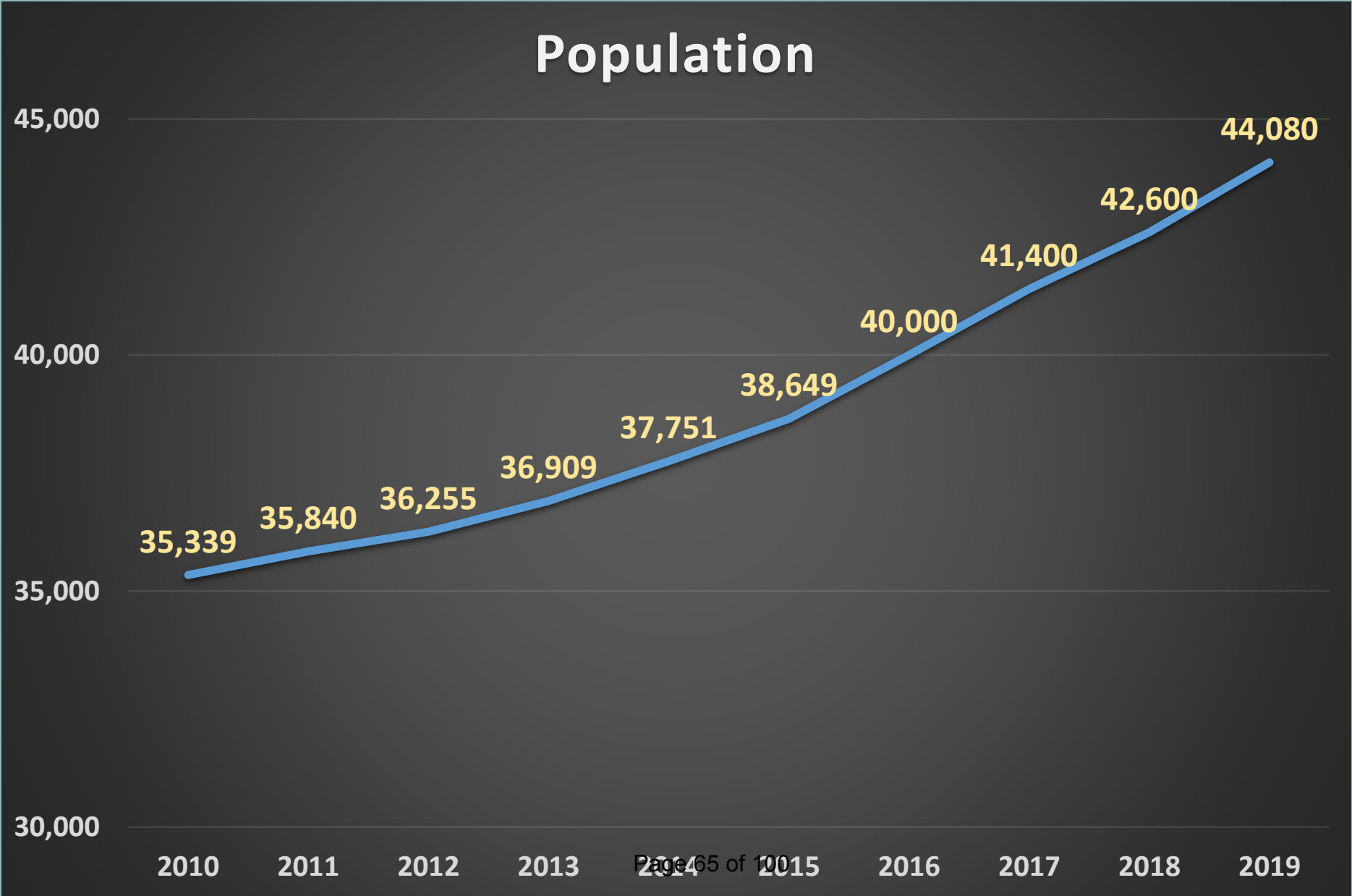
Page 64 of 100

EXPAND WeGo Throughout Hall County

- From 4 Vehicles to 15 Vehicles
- From 32 Seats to 130 Seats
- Projected 100,000 Rides in FY22

BUDGET PRIORITY: QUALITY OF LIFE | STRATEGIC AREA: CITYWIDE

2021 Council Retreat Recap





2021 Council Retreat Recap

MOODY'S

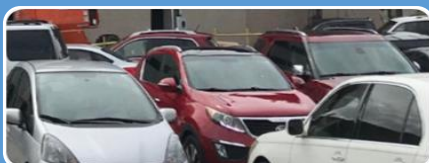
Financial Stability – Back on Track



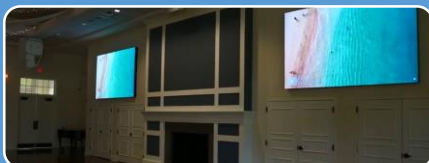
Public Safety – Future of Police



Infrastructure/Capital Projects –Paving, Water & Sewer



Traffic Congestion Relief



Parks & Recreation – Post COVID



General Fund

Proposed Budget \$30.9 M

- 7.33% Increase over Fiscal Year 2021 Adopted Budget
- 2.64% Decrease under Fiscal Year 2021 Amended Budget

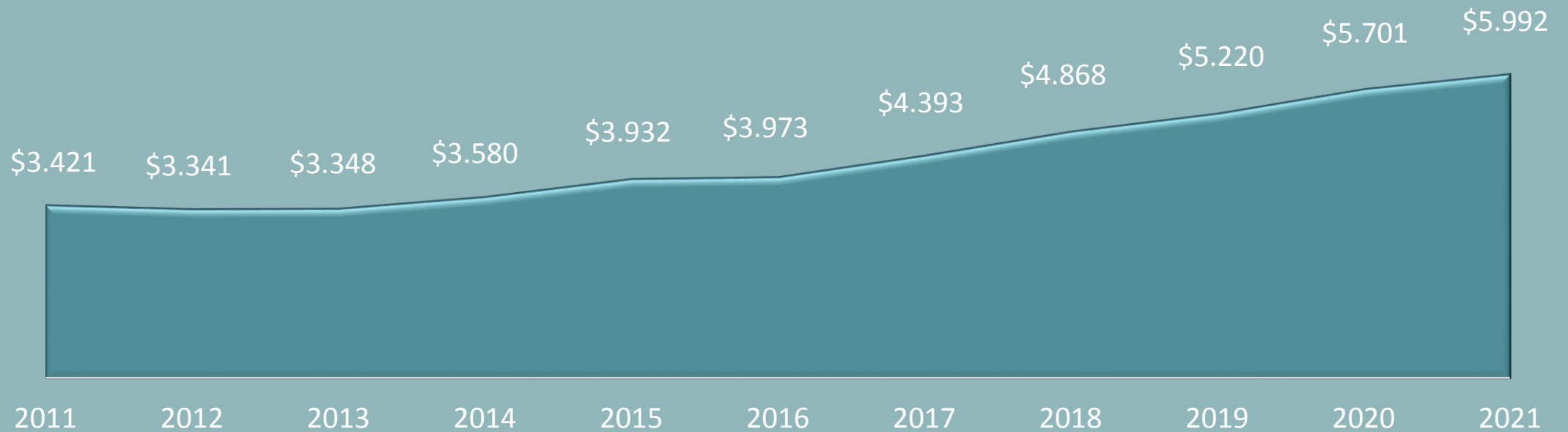
Budgeted Fund Balance

- \$3.98M for Capital Projects

General Fund



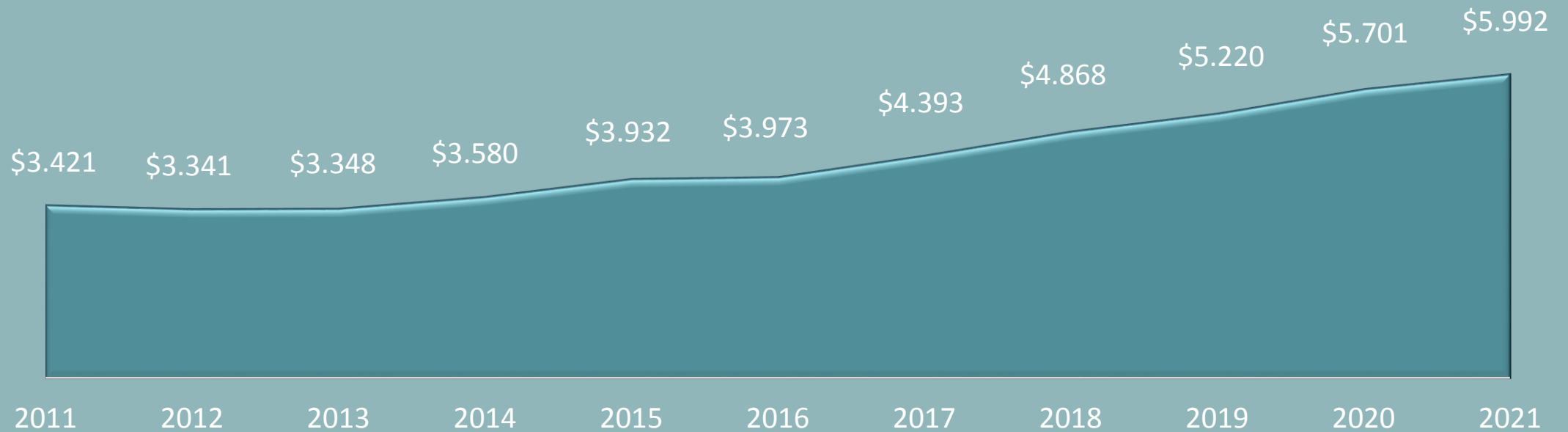
Property Tax Base (Net M & O Digest)



General Fund

**Recommendation: Adoption of a full roll-back rate
0.73 to 0.50 mills**

Property Tax Base (Net M & O Digest)



General Fund - Revenues



General Fund - Expenditures



Expenditures

- Departmental Expenditures
 - 7.57% Increase (Adopted) 5.21% Increase (Amended)
 - Pay Adjustments
 - One additional General Fund Position (One additional Solid Waste Position)
- Health Insurance
 - Continuation of the HDHP Incentive
- New WeGo Transit Service
- New Accela Software
- 200th Birthday Celebration
- Technology Costs
 - Network Enhancements – Security
- Increase in Capital Projects
 - \$1.25 Million for FY2022 (General Fund Capital)
- Fund Balance
 - Financial Policy 3.0 Months
 - State Recommendation 2.0 Months
 - FY2022 3.7 Months

American Rescue Plan Act of 2021



**DIRECT AID TO STATE, LOCAL,
AND TRIBAL GOVERNMENTS**

\$362 Billion

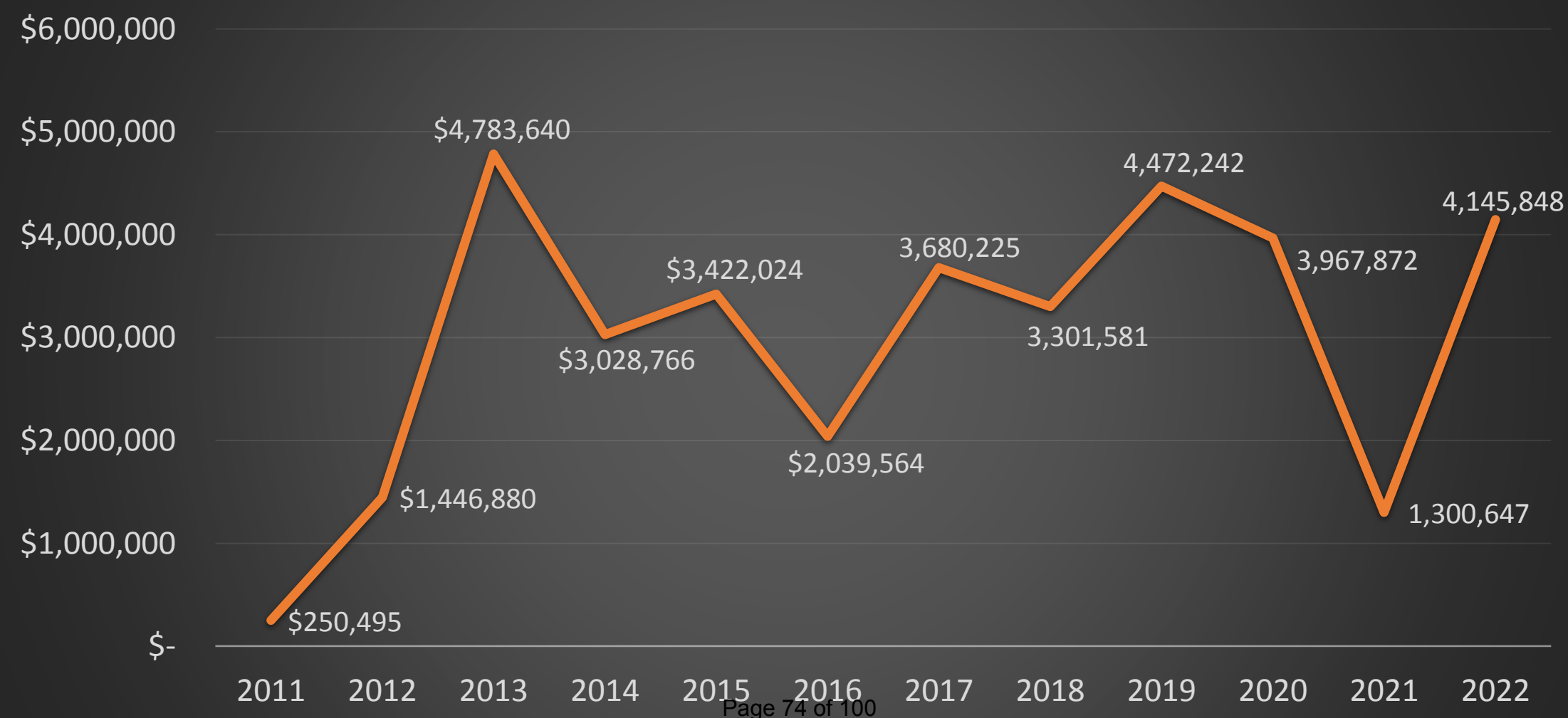
To help various governments cover
pandemic-related expenses and
revenue loss.



American Rescue Plan Act of 2021 & FY22 Millage Rates

	Millage Rates
General Fund	0.500
Police Fund	0.500
ARPA Credit	(1.000)
Debt Service (M&O)	0.510
Fire Fund	1.250
Parks & Recreation	0.896
Total	2.656

General Fund Capital

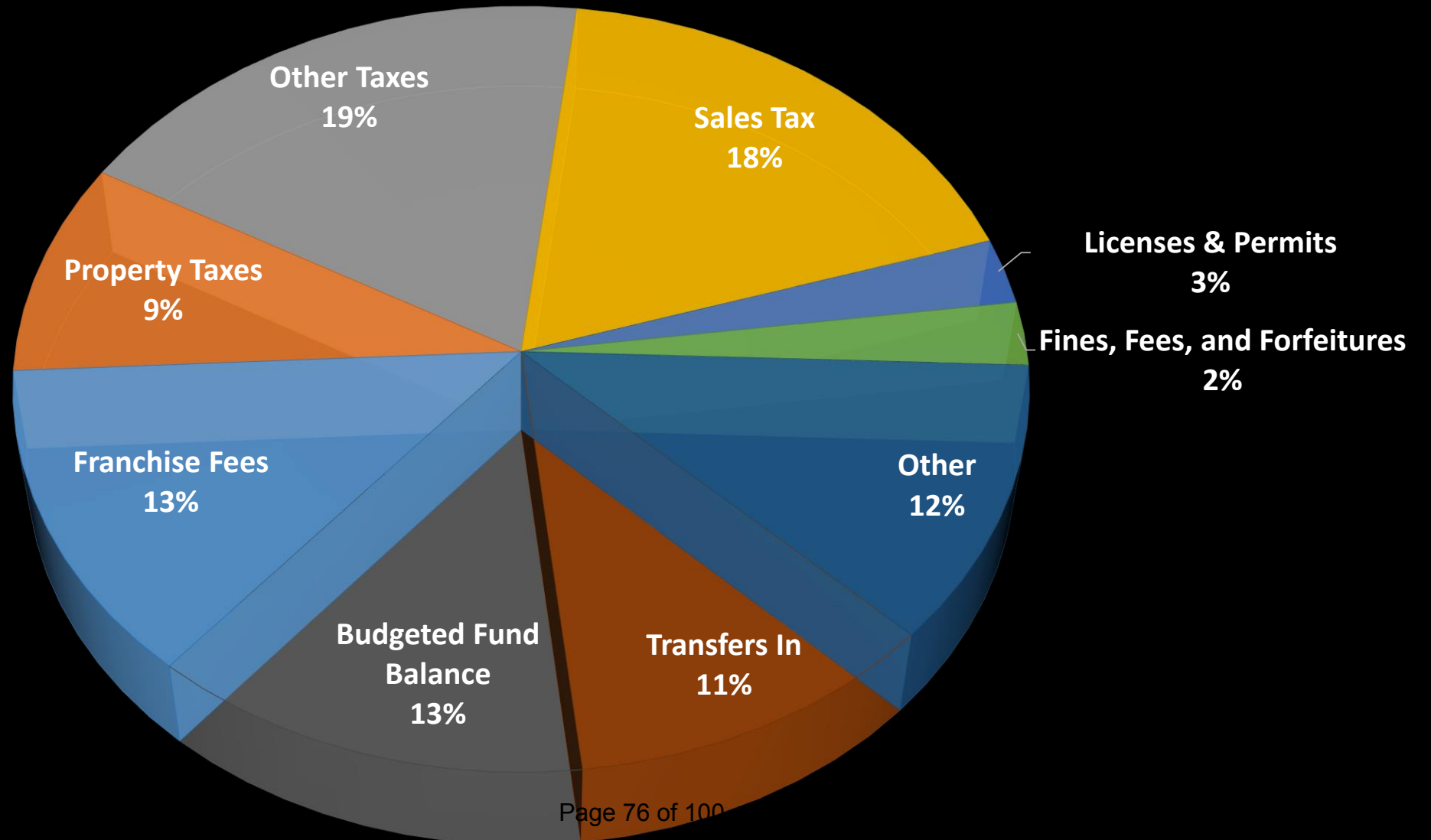


Capital Projects



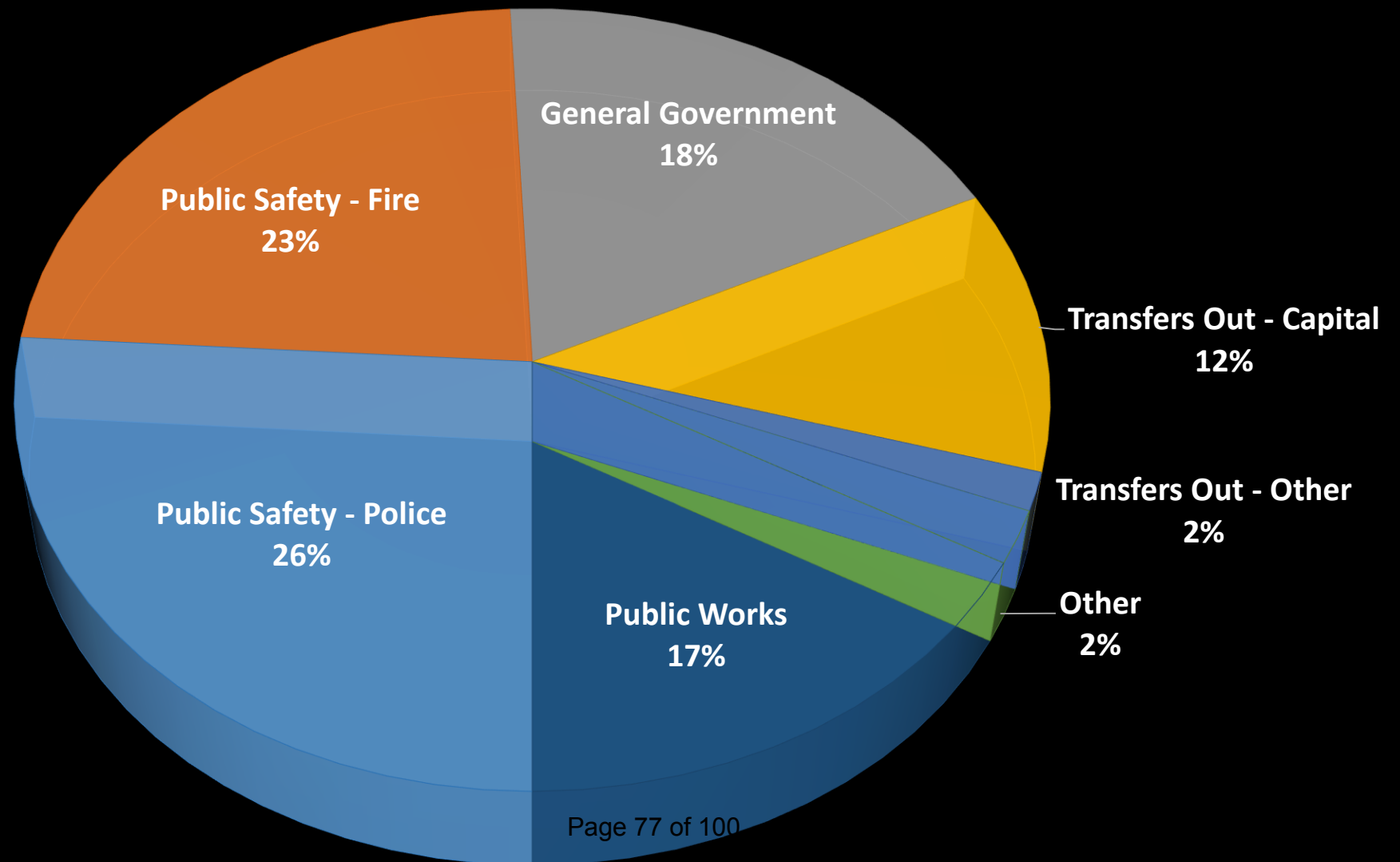
- Roadway Improvements/Resurfacing
- Intelligent Transportation System Network
- Lake Lanier Olympic Park Boathouse
- Midtown Greenway Improvements
- Preemption - Fire Trucks
- Replacement Police Cars
- Police Mobile Data Terminals
- Roosevelt Square Improvements
- I/T Network Upgrades
- Volumetric Cement Mixer
- Comprehensive Plan Update
- Water & Sewer – \$87.2 Million
- Automated Recycling Truck
- Stormwater Infrastructure

General Fund Revenues by Category

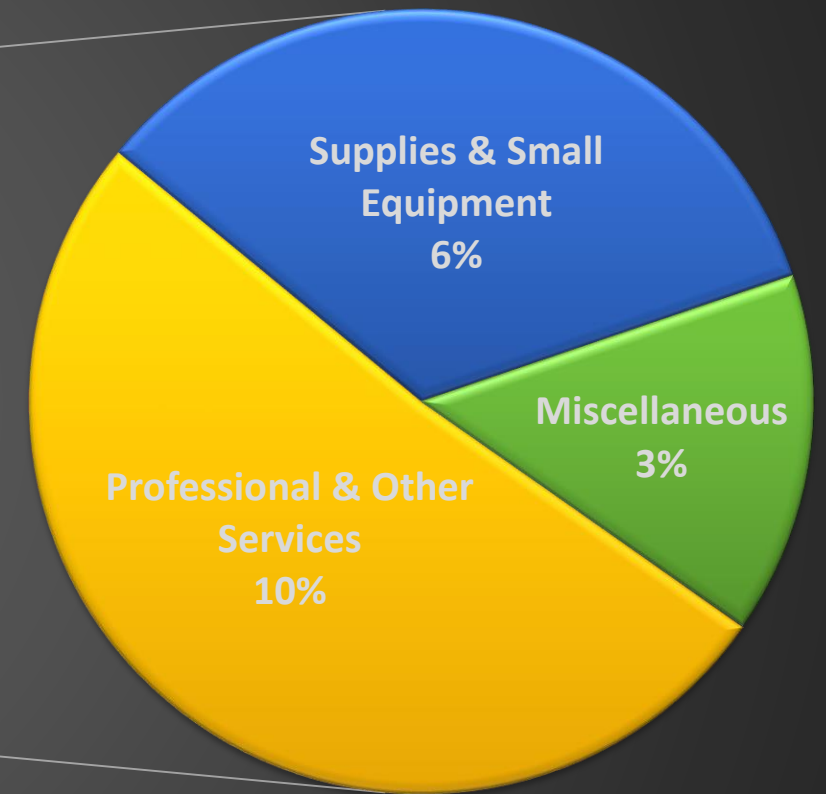
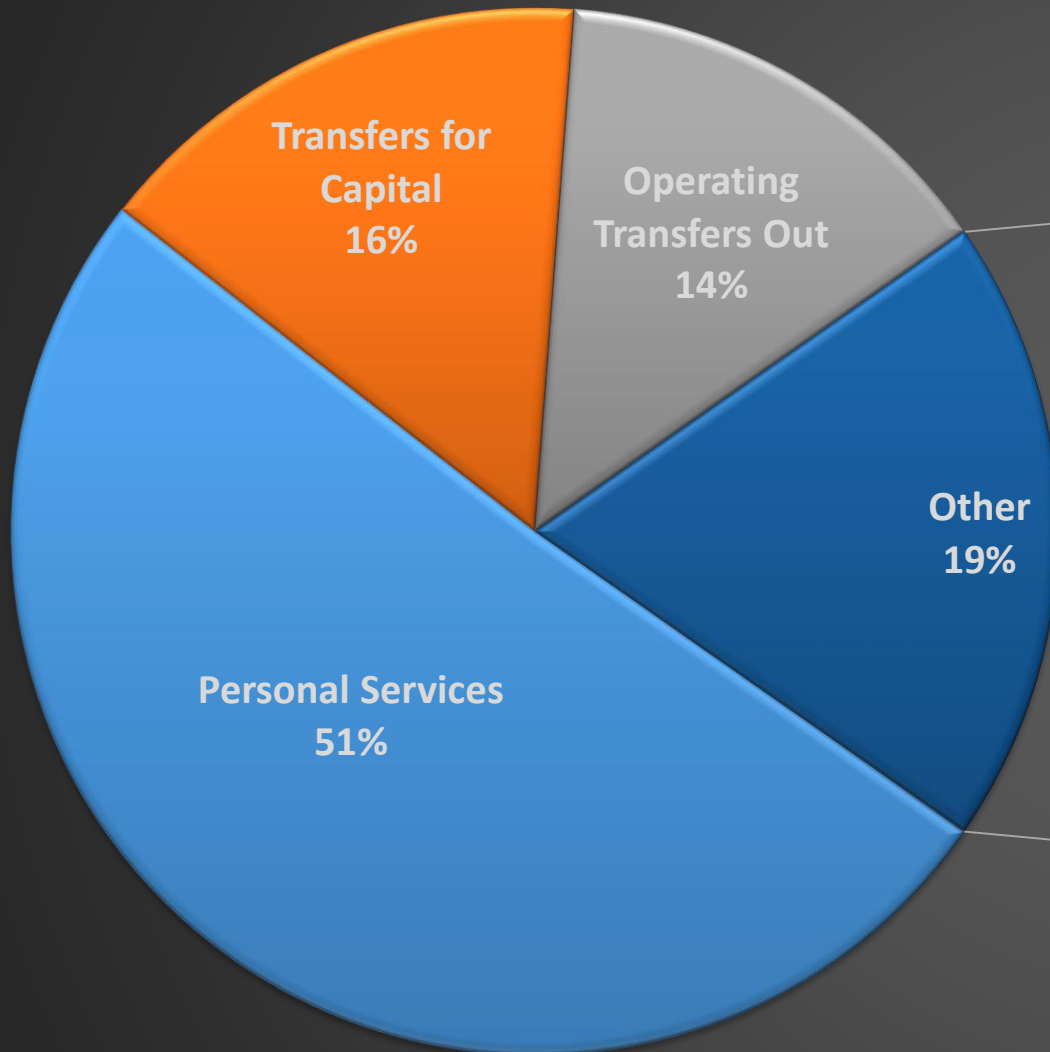


General, Fire, & Police Fund Expenditures

(by Service Group)



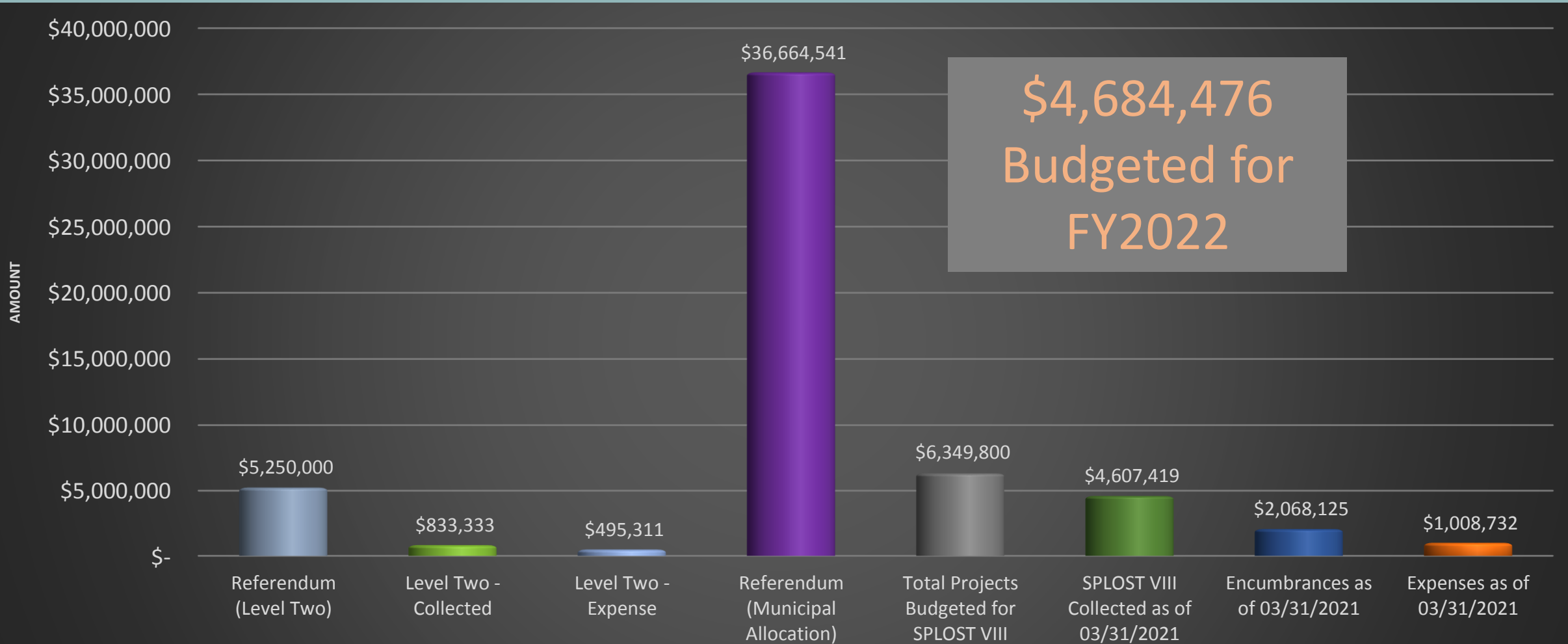
General Fund Expenditures (by Category)



SPLOST VII (Ended June 2020)



SPLOST VIII (Ends June 2026)



Other Funds (Total Budget)



- Police Services \$ 4,434,654
 - Capital \$105K
 - Establish millage at 0.500 mill
- Fire Services \$ 9,583,600
 - Capital \$105K
- Water Resources \$ 74,074,004
 - 87.2 M in Capital Projects
- Golf Course \$ 1,515,753
 - General Fund Transfers
 - Debt \$308K
 - Capital \$52K
- Parks & Recreation \$ 7,519,067
- Community Service Center \$ 3,835,637
 - General Fund Transfers
 - Operational \$596K
 - Capital \$108K



Fiscal Year 2022 Highlights

- Roll-back millage rate exceeding the total net assessed value added by reassessments. (Full Roll-Back)
- 1.0 mill Credit Due To ARPA Funds
- Establish a Police Special District
- Compensation Adjustments
- Continued HDHP Incentives
- \$122.2M in Capital Projects (All Funds)
 - Water & Sewer Treatment & Infrastructure projects (\$87.2M)
 - SPLOST VIII projects (\$4.7M)
 - Transportation / Traffic Investments



Budget Calendar

BUDGET PRESENTATION

MAY 13 – 9 A.M.

ADMINISTRATION
BUILDING
300 HENRY WARD
WAY, GAINESVILLE

BUDGET PRESENTATION & PUBLIC HEARING

MAY 18 – 6 P.M.

JUSTICE CENTER
701 QUEEN CITY
PARKWAY,
GAINESVILLE

BUDGET ADOPTION

JUNE 15 – 5:30 P.M.

JUSTICE CENTER
701 QUEEN CITY
PARKWAY,
GAINESVILLE



GAINESVILLE

PROPOSED FISCAL YEAR 2022 BUDGET

GENERAL FUND

REVENUES AND OTHER SOURCES

Ad Valorem Taxes @ 0.500 Mills	\$ 2,855,202
Railroad Equipment Tax	8,550
Intangible Tax	95,394
Real Estate Transfer Tax	37,720
Insurance Premium Tax	2,151,114
Local Option Sales Tax	5,543,321
Title Ad Valorem Tax	910,707
Local Option Energy Tax	86,220
Payment in Lieu of Taxes	83,485
Occupational Tax	1,100,300
Alcoholic Beverage Tax	1,091,634
Other Taxes	200,456
Franchise Fees	4,050,741
Fines, Fees, and Forfeitures	797,393
Permits and Zoning Fees	484,695
Other Fees and Licenses	412,300
Interest on Investments	76,690
Intergovernmental	286,335
Cemetery Lot Sales	119,241
Miscellaneous - Rent	126,612
Miscellaneous	105,925
Charges for Services - Indirect Charges	2,867,024
Transfers In	3,406,333
Sales of General Fixed Assets	55,000
Budgeted Fund Balance	3,978,801

TOTAL REVENUES AND OTHER SOURCES

\$ 30,931,193

EXPENDITURES AND OTHER USES

City Council	\$ 432,506
City Manager's Office	953,849
Financial Services	1,460,076
Information Technology	1,200,495
Human Resources & Risk Management	1,032,248
Public Lands and Buildings	1,032,627
Municipal Court	661,740
Police	6,289,330
Engineering Services	1,264,530
Street Maintenance	1,949,066
Stormwater	445,158
Traffic Services	1,537,583
Cemetery	693,785
Inspections	469,233
Planning & Zoning	889,792
Code Enforcement	520,162
Agency Allocations - Other	267,793
Contingency	629,000
Transfers Out	9,202,220

TOTAL EXPENDITURES AND OTHER USES

\$ 30,931,193

PROPOSED FISCAL YEAR 2022 BUDGET

COMMUNITY SERVICE CENTER FUND

REVENUES AND OTHER SOURCES

Intergovernmental - Federal/State/Other	\$	1,740,723
Intergovernmental - County		850,694
Transfer from General Fund		703,749
Other: (Fees, Donations, Fares, Interest, Misc.)		540,471
Budgeted Fund Balance		-

TOTAL REVENUES AND OTHER SOURCES	\$	3,835,637
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EXPENDITURES AND OTHER USES

General Assistance Services	\$	80,583
Meals on Wheels		1,014,041
Senior Center		546,106
Hall Area Transit System - D.A.R		1,273,815
Hall Area Transit System - WeGo		826,322
Facility Operations		94,770

TOTAL EXPENDITURES AND OTHER USES	\$	3,835,637
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CEMETERY TRUST FUND

REVENUES AND OTHER SOURCES

Interest on Investments	\$	1,500
Sales & Services		50,000
Budgeted Fund Balance		3,500

TOTAL REVENUES AND OTHER SOURCES	\$	55,000
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EXPENDITURES AND OTHER USES

Transfer to Capital Projects	\$	55,000
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TOTAL EXPENDITURES AND OTHER USES	\$	55,000
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CONFISCATED ASSETS

REVENUES AND OTHER SOURCES

Cash Confiscations - State	\$	-
Cash Confiscations - Local		-
Cash Confiscations - Federal		-
Budgeted Fund Balance		150,000

TOTAL REVENUES AND OTHER SOURCES	\$	150,000
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EXPENDITURES AND OTHER USES

Personal Services & Employee Benefits	\$	10,000
Purchased/Contracted Services		66,227
Supplies & Operating Charges		73,773
Capital Outlay		-

TOTAL EXPENDITURES AND OTHER USES	\$	150,000
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PROPOSED FISCAL YEAR 2022 BUDGET

ECONOMIC DEVELOPMENT FUND

REVENUES AND OTHER SOURCES

Interest on Investments	\$	19,450
Budgeted Fund Balance		53,550

TOTAL REVENUES AND OTHER SOURCES	\$	73,000
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EXPENDITURES AND OTHER USES

Professional & Other Services	\$	73,000
Transfers Out		-

TOTAL EXPENDITURES AND OTHER USES	\$	73,000
--	-----------	---------------

FIRE SERVICES FUND

REVENUES AND OTHER SOURCES

Property Taxes @ 1.250 Mills	\$	6,976,748
Delinquent Property Taxes		69,767
Motor Vehicle Taxes		38,763
Penalties & Interest		15,860
Interest on Investments		5,600
Transfer from General Fund		2,111,870
Budgeted Fund Balance		364,992

TOTAL REVENUES AND OTHER SOURCES	\$	9,583,600
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EXPENDITURES AND OTHER USES

Personal Services & Employee Benefits	\$	8,018,050
Purchased/Contracted Services		622,145
Supplies & Operating Charges		427,900
Indirect Cost Allocation		373,505
Capital Outlay		37,000
Debt		-
Transfers Out		105,000

TOTAL EXPENDITURES AND OTHER USES	\$	9,583,600
--	-----------	------------------

TAX ALLOCATION DISTRICT FUND

REVENUES AND OTHER SOURCES

Property Tax - Current	\$	151,359
Intergovernmental		466,903
Interest on Investments		1,100
Budgeted Fund Balance		-

TOTAL REVENUES AND OTHER SOURCES	\$	619,362
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EXPENDITURES AND OTHER USES

Payments to Others	\$	511,676
Transfers Out		107,686

TOTAL EXPENDITURES AND OTHER USES	\$	619,362
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PROPOSED FISCAL YEAR 2022 BUDGET

POLICE SERVICES FUND

REVENUES AND OTHER SOURCES

Property Taxes @ 0.500 Mills	\$ 2,790,699
Delinquent Property Taxes	27,907
Motor Vehicle Taxes	15,505
Penalties & Interest	-
Interest on Investments	150
Transfer from General Fund	1,600,393
Budgeted Fund Balance	-

TOTAL REVENUES AND OTHER SOURCES	\$ 4,434,654
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EXPENDITURES AND OTHER USES

Personal Services & Employee Benefits	\$ 3,422,304
Purchased/Contracted Services	657,840
Supplies & Operating Charges	354,510
Indirect Cost Allocation	-
Capital Outlay	-
Transfers Out	-

TOTAL EXPENDITURES AND OTHER USES	\$ 4,434,654
--	---------------------

HOTEL/MOTEL TAX FUND

REVENUES AND OTHER SOURCES

Hotel/Motel Taxes - CVB	\$ 475,873
Hotel/Motel Taxes - Tourism Development	203,946
Hotel/Motel Taxes - Unrestricted	407,891
Interest on Investments	425

TOTAL REVENUES AND OTHER SOURCES	\$ 1,088,135
---	---------------------

EXPENDITURES AND OTHER USES

Gainesville Convention and Visitor's Bureau	\$ 909,940
Transfer to Capital Projects	67,425
Transfer to Debt Service	110,770
Available for Capital Outlay	-

TOTAL EXPENDITURES AND OTHER USES	\$ 1,088,135
--	---------------------

PROPOSED FISCAL YEAR 2022 BUDGET

IMPACT FEES FUND

REVENUES AND OTHER SOURCES

Impact Fees - Police	\$	145,000
Impact Fees - Fire		270,000
Impact Fees - Parks		540,000
Administrative Fees		29,536
Interest on Investments		4,450
Budgeted Fund Balance		457,500

TOTAL REVENUES AND OTHER SOURCES	\$	1,446,486
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EXPENDITURES AND OTHER USES

Transfer to General Fund	\$	29,536
Available for Capital Projects		416,950
Transfer to Capital Projects Fund		1,000,000

TOTAL EXPENDITURES AND OTHER USES	\$	1,446,486
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INFORMATION TECHNOLOGY FUND

REVENUES AND OTHER SOURCES

Technology Fees	\$	42,000
Interest on Investments		700
Budgeted Fund Balance		-

TOTAL REVENUES AND OTHER SOURCES	\$	42,700
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EXPENDITURES AND OTHER USES

Available for Capital Outlay	\$	30,832
Supplies and Operating Charges		11,868

TOTAL EXPENDITURES AND OTHER USES	\$	42,700
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PROPOSED FISCAL YEAR 2022 BUDGET

PARKS AND RECREATION FUND

REVENUES AND OTHER SOURCES

Ad Valorem Taxes @ 0.896 Mills	\$ 5,082,877
Charges for Services	1,497,800
Interest on Investments	57,500
Other	41,300
Transfers In	-
Budgeted Fund Balance	839,590

TOTAL REVENUES AND OTHER SOURCES	\$ 7,519,067
---	---------------------

EXPENDITURES AND OTHER USES

Non Departmental	\$ 1,875,000
Maintenance	138,195
Recreation Services	437,288
Allen Creek	52,496
Civic Center	637,089
Frances Meadows Center	1,840,334
Youth Sports Booster	190,697
Park Services	1,230,891
Lanier Point/Ivey Watson	232,861
Administration	884,216

TOTAL EXPENDITURES AND OTHER USES	\$ 7,519,067
--	---------------------

GAINESVILLE CONVENTION AND VISITOR'S BUREAU

REVENUES AND OTHER SOURCES

Intergovernmental - COG Hotel/Motel Tax	\$ 909,940
Charges for Services	68,700
Interest on Investments	800
Misc Revenue	262,627
Budgeted Fund Balance	137,179

TOTAL REVENUES AND OTHER SOURCES	\$ 1,379,246
---	---------------------

EXPENDITURES AND OTHER USES

Lake Lanier Olympic Park	\$ 370,492
Convention and Visitor's Bureau	566,695
Mainstreet	198,531
Communications	243,528

TOTAL EXPENDITURES AND OTHER USES	\$ 1,379,246
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PROPOSED FISCAL YEAR 2022 BUDGET

LAND BANK AUTHORITY

REVENUES AND OTHER SOURCES

Transfer from General Fund	\$	50,000
Budgeted Fund Balance		-

TOTAL REVENUES AND OTHER SOURCES	\$	50,000
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EXPENDITURES AND OTHER USES

Purchased/Contracted Services	\$	50,000
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TOTAL EXPENDITURES AND OTHER USES	\$	50,000
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CAPITAL PROJECTS FUND

REVENUES AND OTHER SOURCES

SPLOST VIII	\$	4,684,476
Intergovernmental (Federal, State & Local)		702,000
Water & Sewer Connection Fees		3,247,942
Lease Proceeds		294,000
Bond Proceeds		22,260,000
GEFA Loans		60,500,000
Operating Expenditures		1,060,110
Transfers In (various funds)		7,184,703
Budgeted Fund Balance - DWR capital project fund		26,717,000

TOTAL REVENUES AND OTHER SOURCES	\$	126,650,231
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EXPENDITURES AND OTHER USES

City Manager's Office

Demolition Program	\$	50,000
Elachee Bridge		550,000
Placemaking Implementation		100,000
Renaissance Pocket Park and Brenau Avenue Plaza		300,000
Agenda Software		20,000
Town Square Design and Improvements		500,000

Information Technologies

System Upgrades		175,000
Expansion of Disk Storage		200,000
Internal Duress System		34,000

Community Development Department

Code Enforcement Truck		31,000
Comprehensive Plan Update		75,000

Police Department

Police Vehicles		670,000
Portable Radios		65,278
Mobile Data Terminal for Vehicles		71,000

PROPOSED FISCAL YEAR 2022 BUDGET

Fire Services

Fleet Replacement Vehicles	45,000
Intersection Preemption	30,000
Carbon Removal System at Station #3	30,000

Public Lands & Buildings

Boom Lift	55,000
Downtown Lighting and Sidewalks	50,000

Public Works - Cemetery

Mausoleum Remodel	55,000
Replacement Maintenance Vehicle - Cemetery	45,000
Replacement of Maintenance Vehicle - Cemetery - 2	45,000

Public Works - Engineering Services

Transportation Master Plan Implementation	350,000
Street Resurfacing Program (LMIG)	550,000
Paving Program	660,000
Sidewalk Program	100,000
Roadway Patching Program	125,000
Traffic Calming and Road Safety Devices Program	50,000
Roadway Beautification	100,000
Asphalt Preservation Program	50,000
Bridge Maintenance Program	25,000
Replacement Fleet Vehicle - Engineering	40,000
Light Duty Garbage Truck 2	40,000

Public Works - Traffic Engineering

Intelligent Transportation Systems (ITS)	150,000
Sign Truck - Traffic	70,000
Fleet Vehicle - Traffic Emergency Response	45,000

Public Works - Street Maintenance

Rubber Tire Loader	160,000
Dump Truck - Streets	105,000
Mowing Crew Truck	50,000
Inmate Truck - SW	45,000
Inmate Truck - SW 2	45,000
Volumetric Cement Mixer	150,000
Material Handling and Storage	60,000

Stormwater

Stormwater Rehabilitation Program	1,000,000
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PROPOSED FISCAL YEAR 2022 BUDGET

Community Service Center

MOW Fleet Replacement	35,000
SLC Fleet Replacement	125,000
New CSC Roadway Access Improvements	130,000
HAT Vehicle parts inventory	100,000
HAT Building furnishings	25,000
HAT Replacement PCs	15,000
HAT Parking Lot Repaving and Reengineering	150,000
HAT Building Repairs and Maintenance	60,000

Department of Water Resources

Automated Meter Infrastructure (AMI)	150,000
Asset Management Implementation	300,000
Downtown Utilities Improvements Phase 1	200,000
Flat Creek WRF Dewatering Facility	24,500,000
FY22 Flat Creek WRF Improvements	1,527,000
Flat Creek WRF Primary Clarifiers	400,000
FY22 New Water Meter Installations	1,750,000
FY22 Sanitary Sewer System Improvements	1,500,000
FY22 Water Main Improvements	1,500,000
Green Street Widening	250,000
Hancock Facility Relocation	2,000,000
IT Upgrades	250,000
Lakeside WTP PAC Feed System	1,600,000
Lift Station Improvements	1,250,000
Linwood WRF Sludge Press and Holding Tank	100,000
Meter Maintenance Program	1,000,000
Rilla Road Booster Pump Station Improvements	1,500,000
Riverside WTP High Service Pump #5 Replacement	400,000
Riverside WTP Backwash System	100,000
Sardis Road Connector Utilities Relocation	4,550,000
Dawsonville Highway Utilities Relocation	100,000
Thompson Bridge Road Utilities Relocation	300,000
Squirrel Creek Sanitary Sewer Lift Station	2,435,000
Tanks Maintenance Program	700,000
Utility Service Truck	155,000
Water Reclamation Facilities Electrical Control Upgrades	250,000
Water Treatment Plants Electrical Control Upgrades	250,000
Water Treatment Plants NPDES Permit Compliance	200,000
Athens Highway Sanitary Sewer Extension	18,000,000
Gillsville Highway Sanitary Sewer Pump Station	10,000,000
Riverside Drive Water Treatment Plant Concrete Rehabilitation	5,000,000
Lakeside WTP Filter Rehabilitation	5,000,000
Transfer to Water (Connection Fees)	3,247,942

PROPOSED FISCAL YEAR 2022 BUDGET

Solid Waste

Downtown Solid Waste	120,000
Light Duty Garbage Truck 1	40,000
New Knuckle Boom Trash Loader	225,000
Automated Recycling Truck	300,000

Airport

MALSR Security Fencing	85,000
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Vehicle Services

Replacement Service Truck	60,000
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Golf Course

2 Sets of Vertical Mowing Frames and Cutter Cassettes	22,110
Protective Covers for TifEagle Greens	30,000

Parks & Recreation

Youth Sports Complex	5,360,000
Midland Greenway Improvements	1,350,000
LED Sport Field Lighting	500,000
Playground Improvements Systemwide	200,000
Frances Meadows PoolPaks Replacement	300,000
Park Restrooms Systemwide	200,000
Disc Golf at Wessell Park	22,000
Parks Vehicles	153,000
Recreation Center	1,200,000

Gainesville CVB

Lake Lanier Olympic Park Boathouse	16,900,000
Lake Lanier Olympic Park Storage Building	67,425

Transfers:

Transfers to (Various)	1,244,476
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TOTAL EXPENDITURES AND OTHER USES

\$ 126,650,231

PROPOSED FISCAL YEAR 2022 BUDGET

DEBT SERVICE FUND

REVENUES AND OTHER SOURCES

Ad Valorem Taxes @ 0.510 Mills	\$	2,931,176
Interest on Investments		11,306
Transfers In		1,162,932
Budgeted Fund Balance		2,417,419

TOTAL REVENUES AND OTHER SOURCES

\$ 6,522,833

EXPENDITURES AND OTHER USES

Bond Principal & Interest	\$	6,022,832
Lease Principal & Interest		497,801
Other Costs		2,200
Available for Future Debt Service		-

TOTAL EXPENDITURES AND OTHER USES

\$ 6,522,833

PROPOSED FISCAL YEAR 2022 BUDGET

DEPARTMENT OF WATER RESOURCES

REVENUES AND OTHER SOURCES

Water Revenue	\$ 30,574,614
Water Connection Administration Fees	69,677
Water Tapping Fees	1,321,241
Account Service Fees	3,978,487
Other Service Fees	1,083,934
Late Payment Penalty	560,796
Sewer Revenue	31,683,647
Surcharge	800,000
Sewer Tapping Fees	20,520
Sewer Connection Administration Fees	26,836
Interest on Investments	568,538
Transfers In	3,247,942
Miscellaneous	137,772
TOTAL REVENUES AND OTHER SOURCES	\$ 74,074,004

EXPENDITURES AND OTHER USES

Sanitary Sewer	\$ 3,293,059
Flat Creek Sewerage Treatment Plant	6,115,980
Linwood Sewage Treatment Plant	3,302,366
Lakeside Water Treatment	3,371,035
Riverside Water Treatment	4,456,296
Water Distribution	5,401,207
Maintenance	4,441,802
Engineering & Construction	3,698,142
Customer Account Services	3,824,469
Environmental Services	2,160,857
Finance and Administration	2,938,016
Debt Service	17,016,131
Transfers Out	14,054,644
TOTAL EXPENDITURES AND OTHER USES	\$ 74,074,004

PROPOSED FISCAL YEAR 2022 BUDGET

SOLID WASTE FUND

REVENUES AND OTHER SOURCES

Residential Collections	\$	165,000
Commercial - Franchise Fee		2,902,700
Interest on Investments		7,500
Budgeted Net Position		1,014,186

TOTAL REVENUES AND OTHER SOURCES	\$	4,089,386
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EXPENDITURES AND OTHER USES

Personal Services & Employee Benefits	\$	1,726,196
Purchased/Contracted Services		1,149,538
Supplies & Operating Charges		252,200
Indirect Cost Allocation		146,452
Capital Outlay		815,000

TOTAL EXPENDITURES AND OTHER USES	\$	4,089,386
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AIRPORT FUND

REVENUES AND OTHER SOURCES

T-Hangar Rent	\$	383,112
Corporate Hangar Rent		429,084
Industrial Park Rent		160,512
Fuel		85,732
Interest on Investments		1,200
Miscellaneous Revenue		2,811

TOTAL REVENUES AND OTHER SOURCES	\$	1,062,451
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EXPENDITURES AND OTHER USES

Personal Services & Employee Benefits	\$	80,047
Purchased/Contracted Services		288,541
Supplies & Operating Charges		62,700
Indirect Cost Allocation		209,561
Debt Service		-
Capital Outlay		421,602

TOTAL EXPENDITURES AND OTHER USES	\$	1,062,451
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PROPOSED FISCAL YEAR 2022 BUDGET

CHATTAHOOCHEE GOLF COURSE FUND

REVENUES AND OTHER SOURCES

Greens Fees	\$	633,066
Cart Fees		301,136
Other Revenue		115,650
Sale of Property		425,541
Transfer from General Fund		40,360

TOTAL REVENUES AND OTHER SOURCES	\$	1,515,753
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EXPENDITURES AND OTHER USES

Personal Services & Employee Benefits	\$	693,314
Purchased/Contracted Services		194,455
Supplies & Operating Charges		253,600
Capital Outlay		65,600
Debt Service		308,784

TOTAL EXPENDITURES AND OTHER USES	\$	1,515,753
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GENERAL INSURANCE FUND

REVENUES AND OTHER SOURCES

Premiums & Losses Paid by Department	\$	2,023,902
Interest on Investments		15,000
Budgeted Net Position		38,121

TOTAL REVENUES AND OTHER SOURCES	\$	2,077,023
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EXPENDITURES AND OTHER USES

Professional & Other Services	\$	1,899,352
Supplies & Operating Charges		-
Indirect Cost Allocation		177,671

TOTAL EXPENDITURES AND OTHER USES	\$	2,077,023
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PROPOSED FISCAL YEAR 2022 BUDGET

EMPLOYEE BENEFITS FUND

REVENUES AND OTHER SOURCES

Premiums	\$ 9,288,230
Interest on Investments	2,200
Budgeted Fund Balance	1,046,764

TOTAL REVENUES AND OTHER SOURCES	\$ 10,337,194
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EXPENDITURES AND OTHER USES

Health Claims/Premiums Expense	\$ 494,278
Dental Insurance Premiums	373,724
Long & Short-term Disability Premiums	139,473
Life Insurance Premiums	293,627
Vision Insurance Premiums	48,827
Reinsurance	597,491
Indirect Cost Allocation	35,350
Medical Clinic Operations	837,100
Administration/Wellness Program	6,338,874
Other Costs	1,178,450

TOTAL EXPENDITURES AND OTHER USES	\$ 10,337,194
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VEHICLE SERVICES FUND

REVENUES AND OTHER SOURCES

Charges For Services	\$ 1,063,619
Sales - Fuel	1,000,000

TOTAL REVENUES AND OTHER SOURCES	\$ 2,063,619
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EXPENDITURES AND OTHER USES

Personal Services & Employee Benefits	\$ 419,021
Purchased/Contracted Services	67,269
Supplies & Operating Charges	1,577,329

TOTAL EXPENDITURES AND OTHER USES	\$ 2,063,619
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GRAND TOTAL	\$ 289,600,574
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LESS TRANSFERS/INDIRECT COST COUNTED TWICE	(23,658,646)
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TOTAL NET BUDGET	\$ 265,941,928
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AUTHORIZED POSITIONS BY FUND
(5-year Summary)

DEPARTMENTS	Budget									
	FY2018		FY2019		FY2020		FY2021		FY2022	
	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT
City Council		6		6		6		6		6
City Manager	6		6		6	1	6	1	6	2
Financial Services	14		14		14	1	14	1	14	1
Information Technology	7		9		9		9		9	
Human Resources Department	10		10		10		10		10	
Municipal Court	8	2	8	2	8	2	8	2	8	2
Community Development Dept.	15	7	16	7	17	7	17	7	18	7
Police Department	116	3	117	3	118	3	118	3	69	3
Public Land and Buildings	5		6		6		6		6	
Engineering Services	11		11		11		11		12	
Traffic Services	7		7		7		7		7	
Streets	25		25		25		25		24	
Storm Water	5		5		5		5		5	
Cemetery	8		8		8		8		8	
Total General Fund	237	18	242	18	244	20	244	20	196	21
Fire Service District	103		103		103		104		104	
Police Service District	-		-		-		-		49	
Community Service Center	26	14	26	17	25	16	25	17	24	26
Cable TV	2	1	2	1	-	-	-	-	-	-
Parks and Recreation	37	Varies	40	Varies	44	Varies	43	Varies	43	Varies
Airport	1		1		1		1		1	
Department of Water Resources	234	-	232	-	234	-	234	-	234	
Solid Waste Department	24	-	25	-	25	-	25	-	26	
Golf Course	5	Various	5	Various	5	Various	5	Various	5	Various
Vehicle Services	6	-	6	-	6	-	6	-	6	
Gainesville Convention and Visitor's Bureau	4	-	4	-	7	-	10	-	10	
Non-Profit Housing	2	-	1	-	2	-	2	-	2	
TOTAL AUTHORIZED POSITIONS	681	33	687	36	696	36	699	37	700	47