



Work Session Agenda
Thursday, December 15, 2022, 9:00 AM
Administration Building, Boardroom (3rd Floor)
300 Henry Ward Way, Gainesville, GA 30501
Mayor or Mayor Pro Tem Presides

DEPARTMENT ISSUES

Administrative Services

- Resolution: Approval of Agreement Regarding Term of Municipal Court Judge Janeann Allison
- Ordinance: Amend Section 10-1-8 Entitled Court Processing Fee Janeann Allison

Public Works

- Resolution: Runway 5-23 Rehabilitation Project FAA-GDOT Grant Funding and Award of Contract Lisa Poole
- Resolution: FY2023 Local Maintenance and Improvement Grant (LMIG) Corey Jones

CITY MANAGER ISSUES

- Resolution: Approval of Gainesville Police Foundation, Inc. Bryan Lackey

MAYOR/COUNCIL ISSUES

- Ex-Officio Report(s)

CITY ATTORNEY ISSUES

- Resolution: Transfer of Property to Aaron Sims Griffith Abb Hayes
- **Ordinance 2022-24 Annex Victory Street Property**
(Tabled at the August 2, 2022, October 18, 2022, November 1, 2022 and December 6, 2022 Council Meetings)
AN ORDINANCE ANNEXING ALL OF VICTORY STREET RIGHT-OF-WAY CONSISTING OF 0.66± ACRE, LOCATED BETWEEN JESSE JEWELL PARKWAY AND SPRING STREET ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. Abb Hayes
- **Ordinance 2022-25 Zone Victory Street Property**
(Tabled at the August 2, 2022, October 18, 2022, November 1, 2022 and December 6, 2022 Council Meetings)
AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON ALL OF VICTORY STREET RIGHT-OF-WAY CONSISTING OF 0.66± ACRE, LOCATED BETWEEN JESSE JEWELL PARKWAY AND SPRING STREET AT THE TIME OF ANNEXATION AS PLANNED UNIT DEVELOPMENT, WITH CONDITIONS (P-U-D-c); TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. Abb Hayes

- **Home Rule Ordinance 2022-01 Charter Amendment to Define and Revise Boundary Lines as it Pertains to Mayor and Council Elections**

Abb Hayes

AN ORDINANCE TO REAPPORTION THE ELECTION DISTRICTS OF THE CITY OF GAINESVILLE, GEORGIA AND AMEND THE CHARTER OF THE CITY OF GAINESVILLE IN ACCORDANCE WITH O.C.G.A. § 36-35-4.1 AND PURSUANT TO O.C.G.A. § 36-35-3, IN ORDER TO DEFINE AND REVISE THE BOUNDARY LINES OF SUCH VOTING DISTRICTS, KNOWN AS WARDS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CITY CLERK ISSUES

EXECUTIVE SESSION

ADJOURNMENT

Final: Tuesday, December 13, 2022, 2:20 PM



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: December 5, 2022
Date Submitted: December 8, 2022
Final Approval Date: December 13, 2022
Presenter: Janeann Allison, Administrative Services Director
Item of Business: Resolution: Approval of Agreement Regarding Term of Municipal Court Judge
Meeting Date: December 15, 2022

Purpose of Request:

Per O.C.G.A. 36-32-2(a) the Municipal Court Judge must be appointed yearly. This Agreement appoints Judge Law for the January 1, 2023 - December 31, 2023 term.

Facts & Issues / History & Background:

Required by state law.

Department Recommendation:

Approve the Resolution.

Department Director:

Janeann Allison

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

Amount Requested:

Sources of Funds:

n/a

Finance Comments:

Administrative Comments:

Attachments:

1. Resolution: Agreement Regarding Term of Municipal Court Judge
2. 2023 Agreement for Municipal Court Judge

RESOLUTION BR-2022 - ____

Approval of Agreement Regarding Term of Municipal Court Judge

WHEREAS, the City of Gainesville's Charter adopted April 11, 2012, established the parameters for the appointment of a Municipal Court Judge; and

WHEREAS, effective July 1, 2016, the State of Georgia legislature amended O.C.G.A 36-32-2(a) to provide specific requirements regarding the terms of Municipal Court Judges; and

WHEREAS, it is in the best interest of the City of Gainesville to approve an Agreement with the Municipal Court Judge regarding his term of office.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorize the Mayor and/or City Manager to execute the attached Agreement Regarding Term of Municipal Court Judge.

Adopted this ____ day of December, 2022.

W. Samuel Couvillon, 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

City of Gainesville, Georgia
AGREEMENT REGARDING TERM OF MUNICIPAL COURT JUDGE

This Agreement is made as of the 1st day of January, 2023.

BETWEEN: The City of Gainesville, Georgia (hereinafter **City**)
300 Henry Ward Way
Gainesville, GA 30501

AND THE JUDGE: G. Hammond Law, III

PROJECT/SERVICE NAME: Municipal Court Judicial Term

The City and the Judge agree as set forth below:

Effective July 1, 2016, the Georgia General Assembly passed House Bill 691, which revised O.C.G.A. § 36-32-2(a), and enacted O.C.G.A. § 36-32-2.1. The City and the Judge hereby enter into this Agreement, pursuant to O.C.G.A. § 36-32-2(a), to provide that the Judge shall serve as Judge of the Gainesville Municipal Court for a term beginning on January 1, 2023, and ending on December 31, 2023. The Judge shall serve for the entire term and until a successor is appointed, or if the Judge is removed from office as is provided in O.C.G.A. § 36-32-2.1.

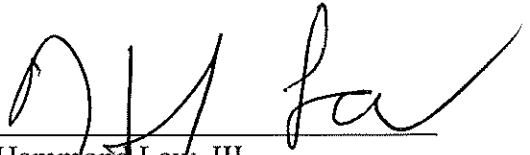
IN WITNESS WHEREOF, the City and the Judge have executed under seal this Agreement as of the date first above written.

APPROVED TO FORM:

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

THE CITY OF GAINESVILLE

By: W. Samuel Couvillon, Mayor



G. Hammond Law, III

Attest: Denise O. Jordan, City Clerk

(CITY SEAL)
ASH/mmk/11400/W187799



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: December 12, 2022
Date Submitted: December 12, 2022
Final Approval Date: December 14, 2022
Presenter: Janeann Allison, Administrative Services Director
Item of Business: Ordinance: Amend Section 10-1-8 Entitled Court Processing Fee
Meeting Date: December 15, 2022

Purpose of Request:

An Ordinance to amend Section 10-1-8 of the Code of Ordinance of the City of Gainesville: to repeal conflicting ordinances; to provide for severability; to provide for codification; to provide for an effective date; and for other purposes.

Facts & Issues / History & Background:

The additional fee allows staff to run criminal and driver histories from our case management system, allowing us to run histories for tickets in batches, creating more efficient ticket processing.

Department Recommendation:

Approve the proposed ordinance amendment.

Department Director:

Janeann Allison

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Ordinance: Amend Section 10-1-8 entitled Court Processing Fee

AN ORDINANCE

No. 2022-

AN ORDINANCE TO AMEND SECTION 10-1-8 OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION I

Section 10-1-8 of the Code of Ordinances of the City of Gainesville is hereby amended by eliminating it in its entirety and amending it to read as follows:

Sec. 10-1-8. - Court processing fee.

Unless otherwise prohibited by state law, any person who is charged with an offense in the Municipal Court of the City of Gainesville for a violation of any of the laws or ordinances of the City of Gainesville or the laws of the State of Georgia shall be subject to an additional cost in the amount of eight dollars (\$8.00) per violation to be used for the processing of citations.

SECTION II

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

SECTION III

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

SECTION IV

The effective date of this ordinance shall be upon approval by the governing body of the City of Gainesville.

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: December 5, 2022
Date Submitted: December 6, 2022
Final Approval Date: December 13, 2022
Presenter: Lisa Poole, Airport Manager
Item of Business: Resolution: Runway 5-23 Rehabilitation Project FAA-GDOT Grant Funding and Award of Contract
Meeting Date: December 15, 2022

Purpose of Request:

To apply for and accept FAA-GDOT Grant funding for the Runway 5-23 Rehabilitation Project and award the construction contract to C.W. Matthews Contracting, Inc.

Facts & Issues / History & Background:

The Lee Gilmer Memorial Airport has planned the Runway 5-23 Rehabilitation Project as part of the Airport's Capital Improvement Plan. The city has contracted with Lead Edge Design Group, Inc. to design, bid, and provide construction management for the project in the amount of \$394,330.00. The city received a Tentative Allocation letter from GDOT for federal and state funding assistance for the Runway 5-23 Rehabilitation Project. The total cost for design, bid, construction and project management of the Runway 5-23 Rehabilitation project is projected to be \$5,019,009.95 and expenses will be paid using \$3,540,155.76 in federal funds, \$732,030.87 in state funds, and \$352,493.32 from the local funds. GDOT and FAA have reviewed and evaluated bids and the Public Works staff recommends an award of contract to C.W. Matthews Contracting, Inc. in the amount of \$4,604,600.00

Department Recommendation:

Approve the resolution.

Department Director:

Chris Rotalsky

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

Amount Requested:

\$352,493.32(Local Match), \$394,330.00 (Design, Bid, and Construction Mgmt.)

Sources of Funds: Airport Retained Earnings

Finance Comments:

Administrative Comments:

Attachments:

1. Resolution: 5-23 Runway Rehabilitation Project - FAA-GDOT Grant Funding and Award of Contract
2. Gainesville - Contract 38 Contract - Draft

RESOLUTION GR-2022- ____

**Runway 5-23 Rehabilitation Project - FAA-GDOT Grant Funding
and Award of Contract**

WHEREAS, the City of Gainesville owns and operates the Lee Gilmer Memorial Airport for the public interest; and

WHEREAS, the Runway 5-23 Rehabilitation Project has been planned as part of the Airport's Capital Improvement Plan; and

WHEREAS, the City has contracted with Lead Edge Design Group to design, bid and provide construction management for the Project in the amount of \$394,330.00; and

WHEREAS, GDOT and FAA have reviewed and evaluated the bids and the Public Works staff recommends award of contract to C.W. Matthews Contracting, Inc. in the amount of \$4,604,600.00; and

WHEREAS, the City has received a Tentative Allocation (TA) letter from the Georgia Department of Transportation's (GDOT) Division of Intermodal-Aviation announcing a tentative allocation of federal and state funding assistance for the Runway 5-23 Rehabilitation Project; and

WHEREAS, the City has received a contract with the allocation of \$3,540,155.76 in federal funds, \$732,030.87 in state funds and \$352,493.32 local match for the Runway 5-23 Rehabilitation Project; and

WHEREAS, the total cost for the design, bid, construction and project management of the Runway 5-23 Rehabilitation Project is projected to be \$5,019,009.95.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes award of contract for the construction of the Runway 5-23 Rehabilitation Project.

BE IT FURTHER RESOLVED THAT the design, bid, construction management costs and local match will be paid from the Airport Retained Earnings Fund.

BE IT FURTHER RESOLVED THAT staff is authorized to apply for and accept the FAA-GDOT grant for this project, anticipated to be \$4,272,186.63.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville authorizes the Mayor, City Manager, and City Attorney to sign documents necessary to apply for the FAA-GDOT grant and award of contract to complete the Runway 5-23 Rehabilitation Project.

Adopted this ____ day of _____, 2022

RESOLUTION GR-2022- ____

**Runway 5-23 Rehabilitation Project - FAA-GDOT Grant Funding
and Award of Contract**

W. Samuel Couvillon., 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

Revised September 22, 2022

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP023-9064-38(139)
PID - T006971

HALL

****LIMITED PARTICIPATION****

STATE OF GEORGIA ** DO NOT UNSTAPLE THIS BOOKLET...
ENTER ALL REQUIRED INFORMATION
FULTON COUNTY EITHER BY HAND OR STAMP.

THIS CONTRACT made and entered into on _____, ("Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called "DEPARTMENT"), and the CITY OF GAINESVILLE (hereinafter called "SPONSOR"), who have been duly authorized to execute this Contract. (DEPARTMENT and SPONSOR are sometimes referred to herein individually as a "Party", and collectively as the "Parties").

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

REHABILITATE RUNWAY 5-23 AT THE LEE GILMER MEMORIAL AIRPORT IN GAINESVILLE, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this Contract and the plans on Airport Project No. T006971/AP023-9064-38(139) HALL prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2021 Edition, and Special Provisions contained in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated August 19, 2022.

The original plans and specifications are on file at the DEPARTMENT in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as if fully set out herein.

If applicable, for those General Aviation Airports receiving Federal funds, the Special Conditions contained in **Attachment 2**, attached hereto and incorporated herein, shall apply.

(2) At the time of execution of this Contract, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete

set of plans and specifications for said Project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications. Further, SPONSOR will ensure that any airport receiving funding under this Block Grant has submitted for the file a current **Exhibit "A" Property Map** with their request for funding to the DEPARTMENT.

(3) This contract is accepted with the express understanding that no person, firm, corporation or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) Compensation.

(4.1) Project Costs. The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is FOUR MILLION SIX HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED SEVENTY-NINE and 95/100 Dollars (\$4,624,679.95). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A to this Contract, which is attached hereto and incorporated as if fully set forth herein.

(4.2) Funding Maximum not to Exceed Amount. The Maximum amount that the Department shall be obligated to pay is FOUR MILLION TWO HUNDRED SEVENTY-TWO THOUSAND ONE HUNDRED EIGHTY-SIX and 63/100 Dollars (\$4,272,186.63). This amount may be compromised of a combination of the following AIP and or AIG funds, as set forth specifically below.

It is further agreed that if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A to this Contract, the DEPARTMENT shall be obligated to pay its pro rata share of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in Exhibit A, whichever is less.

(4.2.1) Airport Improvement Program (AIP) Funding. The Parties understand that the maximum amount of AIP funds obligated under this Agreement is FOUR MILLION TWO HUNDRED SEVENTY-TWO THOUSAND ONE HUNDRED EIGHTY-SIX and 63/100 Dollars (\$4,272,186.63) and of that maximum amount, the AIP funds are allocated and shall apply as follows:

In addition, the following paragraphs shall apply:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of SEVEN HUNDRED THIRTY-TWO THOUSAND THIRTY and 87/100 Dollars (\$732,030.87) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of THREE MILLION FIVE HUNDRED FORTY THOUSAND ONE HUNDRED FIFTY-FIVE and 76/100 Dollars (\$3,540,155.76) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of THREE HUNDRED FIFTY-TWO THOUSAND FOUR HUNDRED NINETY-THREE and 32/100 Dollars (\$352,493.32).

(4.2.2) Airport Infrastructure Program (AIG) Funding. If applicable, SPONSOR understands and agrees that in addition to the representations contained in the SPONSOR'S project applications for the AIG Funds, SPONSOR agrees that pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58, Division J, Title VIII) referred to as the Bipartisan Infrastructure Law (BIL), these AIG Funds will be used for the Project at SPONSOR'S airport.

The Parties understand that the maximum amount of AIG funds obligated under this Agreement is ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the AIG funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of ZERO and 00/100 Dollars (\$0.00).

(4.2.3) It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

(4.2.4) It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this contract is not changed.

(4.3) Progress Payments. Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

SPONSOR must initiate a payment request for Project accomplishments in accordance with Project progress and receipt of contractor invoices on a monthly basis, but in the event monthly invoices are not accrued, on a quarterly basis. Nonetheless, in the event there is continued grant payment inactivity, defined as no drawdowns over a six (6) month period, and no invoices are received, SPONSOR is hereby advised that such can be cause for termination of this grant agreement.

Upon completion of the Project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

(4.4) Records. The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the DEPARTMENT and copies thereof shall be furnished if requested.

(5) Compliance with Laws and Standards.

(5.1) Laws. The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this Project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200 and all information required by 2 CFR § 200.332.

(5.2) Standards and Special Provisions. All construction on this Project shall be in accordance and compliance with the 2021 Edition of the Standard Specifications, of the DEPARTMENT, and Special Provisions included in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Standards for Specifying Construction of Airports, dated December 21, 2018, Federal Aviation Administration, updated through Errata Sheet dated August 19, 2020, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the Project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the DEPARTMENT'S Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

(5.3) FAA Airport Sponsors Assurances. It is understood and agreed that the FAA Airport Sponsors Assurances, attached hereto and incorporated herein as **Exhibit E**, shall be complied with, completed, and submitted by SPONSOR to the DEPARTMENT, where necessary and as required therein.

(5.4) FAA Certifications.

(a) Prior to the issuance of the Notice to Proceed("NTP"), SPONSOR shall complete and submit to the DEPARTMENT all applicable Airport Improvement Program (AIP) Sponsor's certifications. SPONSOR shall comply with all requirements where necessary and as required therein.

(b) Prior to Contract closeout, SPONSOR shall complete and submit to the DEPARTMENT all applicable closeout documentation. SPONSOR shall comply with all requirements where necessary and as required therein.

(5.5) Other.

(a) Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, SPONSOR will not

acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The SPONSOR will include a provision implementing Buy American in every contract.

(b) Build America, Buy America. The SPONSOR must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

(c) Suspension or Debarment. SPONSOR entering into "covered transactions", as defined by 2 CFR § 180.200, must:

1. Verify the non-Federal entity is eligible to participate in the Federal program by:
 - i. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

(d) Special Conditions. Reserved unless applicable.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said Project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this Project and that for the purposes of this Contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said Project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said Project and this Contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Contract to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said Project.

(9.1) The SPONSOR shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR *(complete the applicable*

statement):

- ☐ shall obtain coverage from SPONSOR'S private insurance company or cause SPONSOR'S consultant/contractor to obtain coverage
OR
☐ is self-insured and all claims against SPONSOR will be handled through_____.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 9.1 of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia: Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Contract.

3. The insurance certificate must provide the following:
- a. Name, address, signature and telephone number of authorized agents.
 - b. Name and address of insured.
 - c. Name of Insurance Company.
 - d. Description of coverage in standard terminology.
 - e. Policy number, policy period and limits of liability.
 - f. Name and address of the DEPARTMENT as certificate holder.
 - g. Thirty (30) day notice of cancellation.
 - h. Details of any special policy exclusions.

4. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

5. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said Project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this Project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the

SPONSOR shall perform its responsibilities for the Project until the maximum allowable cost to the DEPARTMENT is reached or until the end of the Term as set forth in Section 19, whichever comes first, subject to the Term of this Contract.

(12) To the extent applicable, the SPONSOR certifies that it is in compliance with O.C.G.A. §36-70-20 *et seq.*, and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the Project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B, which is hereby made a part of this Contract as if fully set out herein.

(15) Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this Contract, it will not engage in a boycott of Israel.

(16) In accordance with the provisions of O.C.G.A. § 13-10-91, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C, which is hereby made a part of this Contract as if fully set out herein.

(17) It is FURTHER AGREED that the SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit D, which is hereby made a part of this Contract as if fully set out herein.

(18) It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the DEPARTMENT and SPONSOR(S) are encouraged to:

- i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(19) The Term of this contract shall be two (2) years from the Effective Date.

(20) The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR, for payment of services rendered prior to the date of termination. It is understood by the Parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

(21) Assignment. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld.

(22) Non-Waiver. No failure of any Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by another Party with the provisions of this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, will constitute a waiver of any Party's right to demand exact and strict compliance by the another Party with the terms and conditions of this Agreement.

(23) Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of each Party and the successors and assigns of each Party.

(24) Preamble, Recitals and Exhibits. The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

(25) Severability. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceability in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceability provision had never been contained herein.

(26) Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

(27) Georgia Agreement. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law. The Parties hereby consent to personal jurisdiction and venue in said court and waive any claim of inconvenient forum.

(28) Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more

strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

(29) Execution. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

(30) No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

(31) Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of any Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on any Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by all Parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals.

DEPARTMENT OF TRANSPORTATION:

CITY OF GAINESVILLE:

DATE: _____

DATE: _____

COMMISSIONER (SEAL)

MAYOR

PRINTED NAME

ATTEST: _____
Treasurer

This Contract approved by

CITY OF GAINESVILLE

at a meeting held at:

DATE: _____

CLERK (SEAL)

Federal ID/IRS #

LEE GILMER MEMORIAL AIRPORT
GAINESVILLE, GA

SUMMARY OF CONSTRUCTION ITEMS

EXHIBIT A

GDOT Project Number: AP023-9064-38(139) Hall
PID - T006971

Rehabilitate Runway 5-23

ITEM	SPEC	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	FEDERAL FUNDS	%	FEDERAL FUNDS	%	STATE FUNDS	%
Part I Federal Funds FY22 - SBGP-048-2022							22174				01225	
1	C-105	Mobilization	LS	460460	\$1.00	\$460,460.00	\$414,414.00	90%	\$0.00	0%	\$23,023.00	5%
2	C-100	Contractor Quality Control Program	LS	94375	\$1.00	\$94,375.00	\$84,937.50	90%	\$0.00	0%	\$4,718.75	5%
3	S-163	Construct and Remove Construction Exits	EA	16000	\$1.00	\$16,000.00	\$14,400.00	90%	\$0.00	0%	\$800.00	5%
4	P-101	Joint and Crack Repair	LF	35000	\$1.70	\$59,500.00	\$53,550.00	90%	\$0.00	0%	\$2,975.00	5%
5	P-101	Cold Milling	SY	6000	\$10.00	\$60,000.00	\$54,000.00	90%	\$0.00	0%	\$3,000.00	5%
6	S-210	Shoulder Grading	SY	14500	\$19.00	\$275,500.00	\$247,950.00	90%	\$0.00	0%	\$13,775.00	5%
7a	S-400	Asphaltic Concrete 12.5mm Superpave	TON	6736.92	\$170.00	\$1,145,276.00	\$1,030,748.50	90%	\$0.00	0%	\$57,263.80	5%
		Total Part I Federal Funds FY22				\$2,111,111.00	\$1,900,000.00		\$0.00		\$105,555.55	
Part II Federal Funds FY19A - SBGP-025-2019							22147				01225	
7b	S-400	Asphaltic Concrete 12.5mm Superpave	TON	1823.82	\$170.00	\$310,049.79	\$279,044.81	90%	\$0.00	0%	\$15,502.49	5%
		Total Part II Federal Funds FY19A				\$310,049.79	\$279,044.81		\$0.00		\$15,502.49	
Part III Federal Funds FY20A - SBGP-030-2020							22153		22153			
7c	S-400	Asphaltic Concrete 12.5mm Superpave	TON	980.3922	\$170.00	\$166,666.65	\$150,000.00	90%	\$16,666.65	10%	\$0.00	0%
7d	S-400	Asphaltic Concrete 12.5mm Superpave	TON	1633.99	\$170.00	\$277,777.95	\$250,000.16	90%	\$27,777.79	10%	\$0.00	0%
		Total Part III Federal Funds FY20A				\$444,444.60	\$400,000.16		\$44,444.44		\$0.00	
Part IV Federal Funds FY21 - SBGP-038-2021							22160		22160			
7e	S-400	Asphaltic Concrete 12.5mm Superpave	TON	980.39	\$170.00	\$166,666.65	\$150,000.00	90%	\$16,666.65	10%	\$0.00	0%
		Total Part IV Federal Funds FY21				\$166,666.65	\$150,000.00		\$16,666.65		\$0.00	
Part V Federal Funds FY22 - SBGP-044-2022							22168				01225	
7f	S-400	Asphaltic Concrete 12.5mm Superpave	TON	4901.96	\$170.00	\$833,333.00	\$749,999.70	90%	\$0.00	0%	\$41,666.65	5%
		Total Part V Federal Funds FY22				\$833,333.00	\$749,999.70		\$0.00		\$41,666.65	
Part VI State Funds FY23											01225	
7g	S-400	Asphaltic Concrete 12.5mm Superpave	TON	2542.53	\$170.00	\$432,229.91	\$0.00	0%	\$0.00	0%	\$324,172.43	75%
8	P-621	Grooving	SY	49000	\$1.75	\$85,750.00	\$0.00	0%	\$0.00	0%	\$64,312.50	75%
9	S-413	Tack Coat	GAL	8000	\$4.75	\$38,000.00	\$0.00	0%	\$0.00	0%	\$28,500.00	75%
10	L-125	Modify Existing Runway Light	EA	13	\$1,100.00	\$14,300.00	\$0.00	0%	\$0.00	0%	\$10,725.00	75%
11	P-620	Temporary Airfield Marking, White, Non-Reflective, including Microbicide	SF	89100	\$0.55	\$49,005.00	\$0.00	0%	\$0.00	0%	\$36,753.75	75%

**LEE GILMER MEMORIAL AIRPORT
GAINESVILLE, GA**

SUMMARY OF CONSTRUCTION ITEMS

EXHIBIT A

**GDOT Project Number: AP023-9064-38(139) Hall
PID - T006971**

Rehabilitate Runway 5-23

ITEM	SPEC	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	FEDERAL FUNDS	%	FEDERAL FUNDS	%	STATE FUNDS	%
12	P-620	Temporary Airfield Marking, Yellow, Non-Reflective, including Microbicide	SF	5000	\$0.85	\$4,250.00	\$0.00	0%	\$0.00	0%	\$3,187.50	75%
13	P-620	Airfield Marking, White, with Reflective Media, including Microbicide	SF	89100	\$1.10	\$98,010.00	\$0.00	0%	\$0.00	0%	\$73,507.50	75%
14	P-620	Airfield Marking, Yellow, with Reflective Media, including Microbicide	SF	5000	\$1.15	\$5,750.00	\$0.00	0%	\$0.00	0%	\$4,312.50	75%
15	T-901	Permanent Seeding	AC	3	\$3,900.00	\$11,700.00	\$0.00	0%	\$0.00	0%	\$8,775.00	75%
16	FAA	Quality Assurance Testing	LS	1	\$20,080.00	\$20,080.00	\$0.00	0%	\$0.00	0%	\$15,060.00	75%
		Total Part VI State Funds FY23				\$759,074.91	\$0.00		\$0.00		\$569,306.18	
		Total Project Cost				\$4,624,679.95	\$3,479,044.67		\$61,111.09		\$732,030.87	

<u>FAA GRANT AND FAIN</u>	<u>AWARD DATE</u>	<u>AMOUNT</u>	<u>FUND SOURCE</u>	<u>ACTIVITY CODE</u>
3-13-SBGp-025-2019	7/22/2019	\$279,044.81	22147	AVNP
3-13-SBGp-030-2020	7/27/2020	\$150,000.00	22153	AVNP
3-13-SBGp-030-2020	7/27/2020	\$44,444.44	22153	AVCA
3-13-SBGp-030-2020	7/27/2020	\$250,000.16	22153	AVSA
3-13-SBGp-038-2021	7/8/2021	\$150,000.00	22160	AVNP
3-13-SBGp-038-2021	7/8/2021	\$16,666.65	22160	AVAP
3-13-SBGp-044-2022	6/23/2022	\$749,999.70	22168	AVSA
3-13-SBGp-048-2022	8/12/2022	\$1,900,000.00	22174	AVIA
STATE FY23	N/A	<u>\$732,030.87</u>	01225	AVIA
Total Maximum Obligation of Federal and State Funds this Contract:		\$4,272,186.63		

EXHIBIT B**CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am the duly authorized representative of the CITY OF GAINESVILLE whose address is 300 HENRY WARD WAY, SUITE 303. GAINESVILLE, GA 30501, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date

Signature

Name: _____

Title: _____



EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF GAINESVILLE
Solicitation/Contract No./ Call No. or Project Description:	T006971/AP023-9064-38(139) Hall Rehabilitate Runway 5-23 at the Lee Gilmer Memorial Airport in Gainesville, GA

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

46267

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

6/25/2007

Date of Authorization

CITY OF GAINESVILLE

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

EXHIBIT C

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

- (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
- (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: _____

Name: _____

Position: _____

Company: CITY OF GAINESVILLE

EXHIBIT E

FAA Airport Sponsor Assurances

FAA Airport Sponsor Assurances shall begin on the following pages.



**FAA
Airports**

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **([Selection Criteria: Sponsor Name])**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

- e. Required Contract Provisions.
 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

CERTIFICATION REGARDING LOBBYING**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION		
CITY OF GAINESVILLE		
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
Prefix:	* First Name:	Middle Name:
* Last Name:		Suffix:
* Title:		
* SIGNATURE:		* DATE:

ATTACHMENT 1

Department of Transportation
State of Georgia

OCTOBER 29, 2022

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T006971/AP023-9064-38(139) HALL
REHABILITATE RUNWAY 5-23 AT THE LEE GILMER MEMORIAL AIRPORT IN GAINESVILLE, GA

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
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108-1-01-SP	Prosecution and Progress
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109-1-01-SP	Measurement and Payment
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First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

Section 109—Measurement & Payment

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

ATTACHMENT 2 SPECIAL CONDITIONS

Disadvantaged Business Enterprise (DBE) Program. The Sponsor understands and agrees that the GDOT/FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26).

Project Containing Paving Work in Excess of \$500,000. The Sponsor agrees to:

- a. Furnish a construction management program to the State prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 7. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the State or FAA.
 - i. Failure to provide a complete report as described above or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - ii. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

State Highway Specifications. The Sponsor agrees that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP grant funds or supplemental appropriation funds for the rehabilitation or reconstruction of airfield pavement included in this Grant Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 U.S.C § 47015(c) or 47114(d)(5).

Maintenance Project Life. The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP or supplemental appropriation

funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

Protection of Runway Protection Zone - Airport Property. The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

Protection of Runway Protection Zone - Easement. The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

Buy American Executive Orders. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: December 5, 2022
Date Submitted: December 5, 2022
Final Approval Date: December 13, 2022
Presenter: Corey Jones, Senior Civil Engineer
Item of Business: Resolution: FY2023 Local Maintenance and Improvement Grant (LMIG)
Meeting Date: December 15, 2022

Purpose of Request:

To authorize the Public Works Department to prepare and submit the application necessary to apply for and accept the FY2023 Local Maintenance and Improvement Grant Program (LMIG) and further authorize the Mayor, City Manager and City Attorney to sign all necessary documents for executing the grant application.

Facts & Issues / History & Background:

The City has identified portions of Valley Road, Enota Avenue, Virginia Avenue, West Avenue, Industrial Boulevard, Teakwood Drive, Smith Street, Mott Street, and Lakeshore Drive as meeting state criteria and will be submitted as part of the LMIG application.

Department Recommendation:

Adopt resolution.

Department Director:

Chris Rotalsky

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

Amount Requested:

Sources of Funds: SPLOST VIII

Finance Comments:

Administrative Comments:

Attachments:

1. Resolution: FY23 Local Maintenance and Improvement Grant (LMIG)
2. Backup Material: FY23 LMIG Cover Letter
3. Backup Material: LMIG Application Signature Page

RESOLUTION GR-2022 - ____

FY2023 LOCAL MAINTENANCE AND IMPROVEMENT GRANT (LMIG)

WHEREAS, the Georgia Department of Transportation has announced the FY2023 Local Maintenance and Improvement Grant (LMIG) Program; and

WHEREAS, the identified grant amount for the City of Gainesville is \$431,166.58; and

WHEREAS, the City has identified portions of Valley Road, Enota Avenue, Virginia Avenue, West Avenue, Industrial Boulevard, Teakwood Drive, Smith Street, Mott Street and Lakeshore Drive as meeting the state criteria and will be submitted as part of the LMIG application; and

WHEREAS, the required matching funds are available from SPLOST as provided in the budgeted Capital Improvements Project entitled FY2023 Street Resurfacing Program.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Public Works Department to prepare and submit the application necessary for the project identified by staff, and further authorizes the Mayor and City Manager to sign all necessary documents for executing this grant application.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby accepts the LMIG funding in the amount of \$431,166.58.

Adopted this ____ day of _____, 2022.

W. Samuel Couvillon, 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

December 5, 2022

Mr. Shane Giles
District State Aid Coordinator
1475 Jesse Jewell Parkway NE
Suite 100
Gainesville, GA 30501

RE: City of Gainesville – Fiscal Year 2023 Local Maintenance and Improvement Grant

Dear Mr. Giles:

Please accept this letter as part of the City of Gainesville's application for the Local Maintenance and Improvement Grant (LMIG) for Fiscal Year (FY) 2023. The streets and resurfacing work identified in the project list meet the requirements set forth in the LMIG General Rules and Guidelines. Also, City funds in excess of the 30% match requirement have been approved for this work as part of our FY2023 Capital Improvement Program.

The work approved for FY2020 and FY2021 is complete. The work approved for FY2022 is underway and will be complete by the end of FY2023.

The City of Gainesville appreciates the opportunities afforded by this program. Should there be any questions with the application, please contact Corey Jones with our Public Works Department at 770-535-6882.

Sincerely,

W. Samuel Couvillon
Mayor

Cc Angela Sheppard
 Chris Rotalsky
 Corey Jones

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2023
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

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

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

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

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

Local Government:

E-Verify Number

(Signature)

Sworn to and subscribed before me,

(Print)

This ____ day of _____, 20 ____.

Mayor / Commission Chairperson

In the presence of:

(Date)

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

My Commission Expires:

NOTARY PUBLIC SEAL:



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: December 9, 2022
Date Submitted: December 9, 2022
Final Approval Date: December 14, 2022
Presenter: Bryan Lackey, City Manager
Item of Business: Resolution: Approval of Gainesville Police Foundation, Inc.
Meeting Date: December 15, 2022

Purpose of Request:

The purpose of this request is to approve the formation of the Gainesville Police Foundation, Inc.

Facts & Issues / History & Background:

Department Recommendation:

Approve the resolution.

Department Director:

Bryan Lackey

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Resolution: Approval of Gainesville Police Foundation
2. Attachment: Gainesville Police Foundation, Inc. - Bylaws
3. Attachment: Gainesville Police Foundation, Inc. - Conflict of Interest Policy
4. Gainesville Police Foundation Inc. Certificate of Incorporation

RESOLUTION BR-2022 - ____

APPROVAL OF GAINESVILLE POLICE FOUNDATION, INC.

WHEREAS, the Georgia General Assembly recently passed O.C.G.A. Section 48-7-29.25, allowing a tax credit for contribution of funds to a qualified law enforcement foundation; and

WHEREAS, the City of Gainesville ("City") recognizes the excellence of the Gainesville Police Department ("GPD") in serving the citizens of the community and wishes to offer persons the ability to support the efforts of the GPD.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City hereby approves the formation of the Gainesville Police Foundation, Inc. ("Foundation"), with the sole function of the Foundation being to support the GPD, as recognized by the GPD Chief, Jay Parrish.

BE IT FURTHER RESOLVED THAT the City hereby instructs the City staff and City attorney to take such action as necessary for the Foundation to achieve and maintain nonprofit status under Section 501(c)(3) of the Internal Revenue Code and tax-exempt status under O.C.G.A. Section 48-7-25.

BE IT FURTHER RESOLVED THAT the City hereby approves the attached Bylaws and Conflict of Interest Policy of the Foundation and hereby consents to the appointment of Bryan Lackey, Trey McPhaul, and Katie Dubnik to the Board of Directors of the Foundation.

BE IT FURTHER RESOLVED THAT the Mayor, City Attorney, and/or City Manager are authorized to execute all documents necessary to effectuate the provisions of this Resolution to ensure the efficient and proper functioning of the Foundation.

Adopted this ____ day of December, 2022.

W. Samuel Couvillon, Mayor

Resolution agreed to and recognized by:

Jay Parrish, GPD Chief

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

**BYLAWS OF
GAINESVILLE POLICE FOUNDATION, INC.**

ARTICLE I

Name, Membership, Purpose

Section 1.1. Name. The name of the Corporation shall be Gainesville Police Foundation, Inc., a Georgia nonprofit corporation.

Section 1.2. Membership. The Corporation shall not have members.

Section 1.3 Purpose. The mission and sole function of the Corporation is to support the City of Gainesville Police Department located in Gainesville, Georgia. Such support shall be for the purpose of providing qualified expenditures as set forth in O.C.G.A. § 48-7-29.25.

ARTICLE II

Offices

The corporation shall at all times maintain a registered office in the State of Georgia and a registered agent at that address, but may have other offices located within or without the State of Georgia as the Board of Directors shall determine.

ARTICLE III

Board of Directors

Section 3.1. General Powers. The property and business of the Corporation shall be managed under the direction of the Board of Directors of the Corporation.

Section 3.2. Number and Term of Office. The initial number of directors shall be three (3). The number of directors may be altered from time to time by resolution of majority of the entire Board of Directors. Directors shall be elected by the Board of Directors with the consent of the governing body of the City of Gainesville. Each director shall serve a three-year term, unless the director is filling a vacancy on the Board, in which case such director shall hold office until the end of the term of the vacant board position. If the number of directors on the Board of Directors is increased, then the Board of Directors may, by resolution, provide that the initial term of such new director's position be less than three years in order to provide for a staggering of directors' terms.

Section 3.3. Filling of Vacancies. In the case of any vacancy in the Board of Directors through death, resignation, disqualification, removal, or other cause, the remaining directors by affirmative vote of the majority thereof, with the consent of the governing body of the City of

Gainesville, may elect a successor to hold office for the unexpired portion of the term of that director whose place shall be vacant, and until the election of his successor, or until he shall be removed, prior thereto, by an affirmative vote of the majority of the Board of Directors.

Similarly, and in event of the number of directors being increased as provided in these By-Laws, the additional directors so provided for shall be elected by a majority of the entire Board of Directors already in office, with the consent of the governing body of the City of Gainesville, and shall hold office until the next annual meeting of the Board of Directors.

Any director may be removed from office with or without cause by the affirmative vote of a majority of the directors entitled to vote at any special meeting of directors called for that purpose, with the consent of the governing body of the City of Gainesville.

Section 3.4. Place of Meeting. The Board of Directors may hold their meetings and keep the books of the Corporation either within or outside the State of Georgia, at such place or places as they may from time to time determine by resolution or by written consent of all the directors. The Board of Directors may hold their meetings by telephone conference or other similar electronic communications equipment pursuant to which each participant at the meeting can hear the other.

Section 3.5. Regular Meetings. Regular meetings of the Board of Directors may be held with at least ten (10) days' written notice (which may be sent via electronic mail) at such time and place as shall from time to time be determined by resolution of the Board. The annual meeting of the Board of Directors shall be held on the second Monday of January in each year if not a legal holiday, and if a legal holiday then on the next succeeding day not a legal holiday, unless otherwise determined by resolution by the Board of Directors for the purposes of electing directors to succeed those whose terms have been expired as of the date of such annual meeting. The Board may transact any business that comes before it. Any additional business may be transacted at any regular meeting of the Board.

Section 3.6. Quorum. One-half of the whole number of directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors, but, if at any meeting less than a quorum shall be present, a majority of those present may adjourn the meeting from time to time, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or by the Articles of Incorporation or by these bylaws.

Section 3.7. Required Vote. An affirmative vote of a majority of those present shall be necessary for the passage of any resolution.

Section 3.8. Committees. The Board of Directors may, by resolution passed by the Board, designate one or more committees which, to the extent provided in the resolution, shall have and may exercise the powers of the Board of Directors. Each committee shall have a chair who shall be a member of the Board, and may have additional members from within or without the Board of Directors as may be designated by the Board. Such committee or committees shall have such names as may be determined from time to time by resolution adopted by the Board of Directors.

ARTICLE IV

CORPORATE SEAL

The seal shall be in the custody and control of the Secretary and affixed by him or his assistant on all the appropriate papers. In the event it is inconvenient to use such a seal at any time, or in the event the Board of Directors shall not have determined to adopt a corporate seal, the signature of the Corporation followed by the word "Seal" enclosed in parentheses or "scroll" shall be deemed the seal of the corporation.

ARTICLE V

OFFICERS

Section 5.1. Election, Tenure and Compensation. The officers of the Corporation shall be a President, a Secretary, and a Treasurer, and also such other officers including a Chairman of the Board, one or more Vice Presidents and one or more assistants to the foregoing officers as the Board of Directors from time to time may consider necessary for the proper conduct of the business of the Corporation. The officers shall be elected at the annual meeting of the Board of Directors by a majority vote of the directors present at such meeting to serve a term of three (3) years. Except for the Chairman of the Board, the officers need not be directors. Any two or more of the above offices may be held by the same person, except those of President and Secretary. The compensation or salary paid all officers of the Corporation shall be fixed by resolutions adopted by the Board of Directors.

In the event that any office other than an office required by law, shall not be filled by the Board of Directors, or, once filled, subsequently becomes vacant, then such office and all references thereto in these bylaws shall be deemed inoperative unless and until such office is filled in accordance with the provisions of these bylaws.

Except where otherwise expressly provided in a contract duly authorized by the Board of Directors, all officers and agents of the Corporation shall be subject to removal at any time by the affirmative vote of two-thirds ($\frac{2}{3}$) of the whole Board of Directors, with the consent of the governing body of the City of Gainesville, and all officers, agents and employees, shall hold office at the discretion of the Board of Directors.

Section 5.2. Powers and Duties of the President. The President shall preside at all meetings of the Board of Directors unless the Board of Directors shall by a majority vote of a quorum thereof elect a chairman other than the President to preside at meetings of the Board of Directors. He may sign and execute all authorized bonds, contracts or other obligations in the name of the Corporation; and he shall be ex-officio a member of all standing committees. He shall do and perform such other duties as may, from time to time, be assigned to him by the Board of Directors. The President shall be the chief executive officer of the Corporation and shall have general charge and control of all its business affairs and properties.

The President may sign and execute all authorized bonds, contracts or other obligations in the name of the Corporation. He shall have the general powers and duties of supervision and management usually vested in the office of president of a Corporation.

Section 5.3. Powers and Duties of the Vice President. The Board of Directors may appoint a Vice President. The Vice President (unless otherwise provided by resolution of the Board of Directors) may sign and execute all authorized bonds, contracts, or other obligations in the name of the Corporation. The Vice President shall have such other powers and shall perform such other duties as may be assigned to him by the Board of Directors or by the President. In case of the absence or disability of the President, the duties of that office shall be performed by the Vice President, and the taking of any action by any such Vice President in place of the President shall be conclusive evidence of the absence or disability of the President.

Section 5.4. Secretary. The Secretary shall give, or cause to be given, notice of all meetings of directors and all other notices required by law or by these bylaws, and in case of his absence or refusal or neglect to do so, any such notice may be given by any person thereunto directed by the Chairman, or by the directors upon whose written request the meeting is called as provided in these bylaws. The Secretary shall record all the proceedings of the meetings of directors in books provided for that purpose, and he shall perform such other duties as may be assigned to him by the directors or the Chairman. He/she shall have custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors or the Chairman, and attest the same. In general, the Secretary shall perform all the duties generally incident to the office of secretary of a corporation, subject to the direction and control of the Board of Directors and the Chairman.

Section 5.5. Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation, and he shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He/she shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depository or depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. He shall render to the Chairman and the Board of Directors, whenever either of them so requests, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

The Treasurer shall give the Corporation a bond, if required by the Board of Directors, in a sum, and with one or more sureties, satisfactory to the Board of Directors, for the faithful performance of the duties of his office and for the restoration to the Corporation in case of his death, resignation, retirement or removal from office of all books, papers, vouchers, moneys, and other properties of whatever kind in his possession or under his control belonging to the Corporation.

The Treasurer shall perform all the duties generally incident to the office of the treasurer of a corporation, subject to the direction and control of the Board of Directors and the Chairman.

ARTICLE VI

COMMITTEES

The Board may create committees as needed.

ARTICLE VII

MISCELLANEOUS PROVISIONS

The fiscal year the Corporation shall end on the last day of December of each year. The operating year will begin January 1 and run through December.

ARTICLE VIII

AMENDMENTS

The Board of Directors shall have the power by an affirmative vote of two-thirds ($\frac{2}{3}$) of the directors, with the consent of the governing body of the City of Gainesville, and authority to amend, alter or repeal these bylaws or any provisions thereof, and may from time to time adopt additional bylaws.

ADOPTED BY BOARD OF DIRECTORS

Effective _____, 2022.

Bryan Lackey, Director

Trey McPhaul, Director

Katie Dubnik, Director

GAINESVILLE POLICE FOUNDATION, INC.

CONFLICT OF INTEREST POLICY

Article I **Purpose**

The purpose of the conflict of interest policy is to protect the interest of Gainesville Police Foundation, Inc. (the “Organization”) when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II **Definitions**

1. Interested Person

Any director principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a.** An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b.** A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c.** A potential ownership or investment interest in, or compensation arrangement with any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III **Procedures**

1. Duty to Disclose

In connection with any actual or possible conflict of interest an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to

the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a.** An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b.** The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c.** After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d.** If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a.** If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b.** If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV **Records of Proceeding**

The minutes of the governing board and all committees with board delegated powers shall contain:

- a.** The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial

interest, any action taken to determine whether a conflict of interest was present, and the governing board or committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V **Compensation**

a. A voting member of the governing board who receives compensation, directly or indirectly from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI **Annual Statements**

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a.** Has received a copy of the conflicts of interest policy,
- b.** Has read and understands the policy,
- c.** Has agreed to comply with the policy, and
- d.** Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes

Article VII **Periodic Reviews**

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum include the following subjects;

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organizations written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction

Article VIII
Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

JEV: 16443/W274543

**GAINESVILLE POLICE FOUNDATION, INC.
CONFLICT OF INTEREST POLICY ACKNOWLEDGEMENT**

The undersigned affirms that he has received the Conflict of Interest Policy of Gainesville Police Foundation, Inc. The undersigned affirms that he has read said Conflict of Interest Policy and that he understands said Conflict of Interest Policy. The undersigned further affirms that he shall comply fully with said Conflict of Interest Policy. The undersigned affirms that he understands that Gainesville Police Foundation, Inc. is a charitable organization and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Witness my hand and seal, this ____ day of _____, _____

Signature

Printed Name and Title

JEV: 11402/W274546

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Gainesville Police Foundation, Inc.
a Domestic Nonprofit Corporation

has been duly incorporated under the laws of the State of Georgia on **12/02/2022** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **12/06/2022**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed

Secretary of State

Filing Date: 12/2/2022 11:48:34 AM

BUSINESS INFORMATION

CONTROL NUMBER 22251220
BUSINESS NAME Gainesville Police Foundation, Inc.
BUSINESS TYPE Domestic Nonprofit Corporation
EFFECTIVE DATE 12/02/2022

The corporation is organized pursuant to the Georgia Nonprofit Corporation Code.

PRINCIPAL OFFICE ADDRESS

ADDRESS 300 Henry Ward Way, Suite 300, Gainesville, GA, 30501, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Abbott S. Hayes, Jr.	200 E.E. Butler Parkway, Gainesville, GA, 30501, USA	Hall

INCORPORATOR(S)

NAME	TITLE	ADDRESS
Jason Voyles	INCORPORATOR	P.O. Box 1457, Gainesville, GA, 30503, USA

MEMBER INFORMATION

The corporation will not have members.

OPTIONAL PROVISIONS

The Corporation is organized exclusively for charitable, educational, and scientific purposes, with the sole function of supporting the police department of the City of Gainesville, Georgia through making Qualified Expenditures (as that term is defined in O.C.G.A. Section 48-7-29.25) for the benefit of the police department of the City of Gainesville, Georgia. No part of the net earnings or property of the Corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payment and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a Corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by a Corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code. Upon the dissolution of the Corporation, its assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes. The affairs of the Corporation shall be managed by a Board of Directors. The method of electing the members of the Board of Directors shall be determined by the Bylaws of the Corporation. No director of the Corporation shall be personally liable to the Corporation or to its members (if any) for monetary damages for breach of his duty of care or other duty as a director; provided that this provision shall eliminate or limit the liability of a director only to the extent permitted from time to time by the Georgia Nonprofit Corporation Code or any successor law or laws.

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Jason Voyles
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AUTHORIZER TITLE	Incorporator
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CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: December 9, 2022
Date Submitted: December 9, 2022
Final Approval Date: December 14, 2022
Presenter: Abb Hayes, City Attorney
Item of Business: Resolution: Transfer of Property to Aaron Sims Griffith
Meeting Date: December 15, 2022

Purpose of Request:

The purpose of this request is to authorize the transfer of a 0.032 acre tract portion of City-owned property located at 992 Longstreet Circle to Aaron Sims Griffith.

Facts & Issues / History & Background:

Department Recommendation:

Approve the resolution.

Department Director:

Abb Hayes

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Resolution: Transfer Property to Aaron Sims Griffith
2. Exhibit A
3. Attachment: Determination Letter - Aaron Sims Griffith
4. Transfer Letter
5. Appraisal Report of Longstreet Cir

RESOLUTION BR-2022-

**TRANSFER OF PROPERTY TO AARON SIMS GRIFFITH
(992 LONGSTREET CIRCLE)**

WHEREAS, the City of Gainesville owns the 0.032 acre tract of real property shown on the attached Exhibit "A" (hereinafter referred to as "the Property"); and

WHEREAS, the Gainesville City Manager has made 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 Property to the abutting property owner, Aaron Sims Griffith, as specifically set forth in the City Manager Determinations related to the Property.

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 Property.

Adopted this _____ day of December, 2022.

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

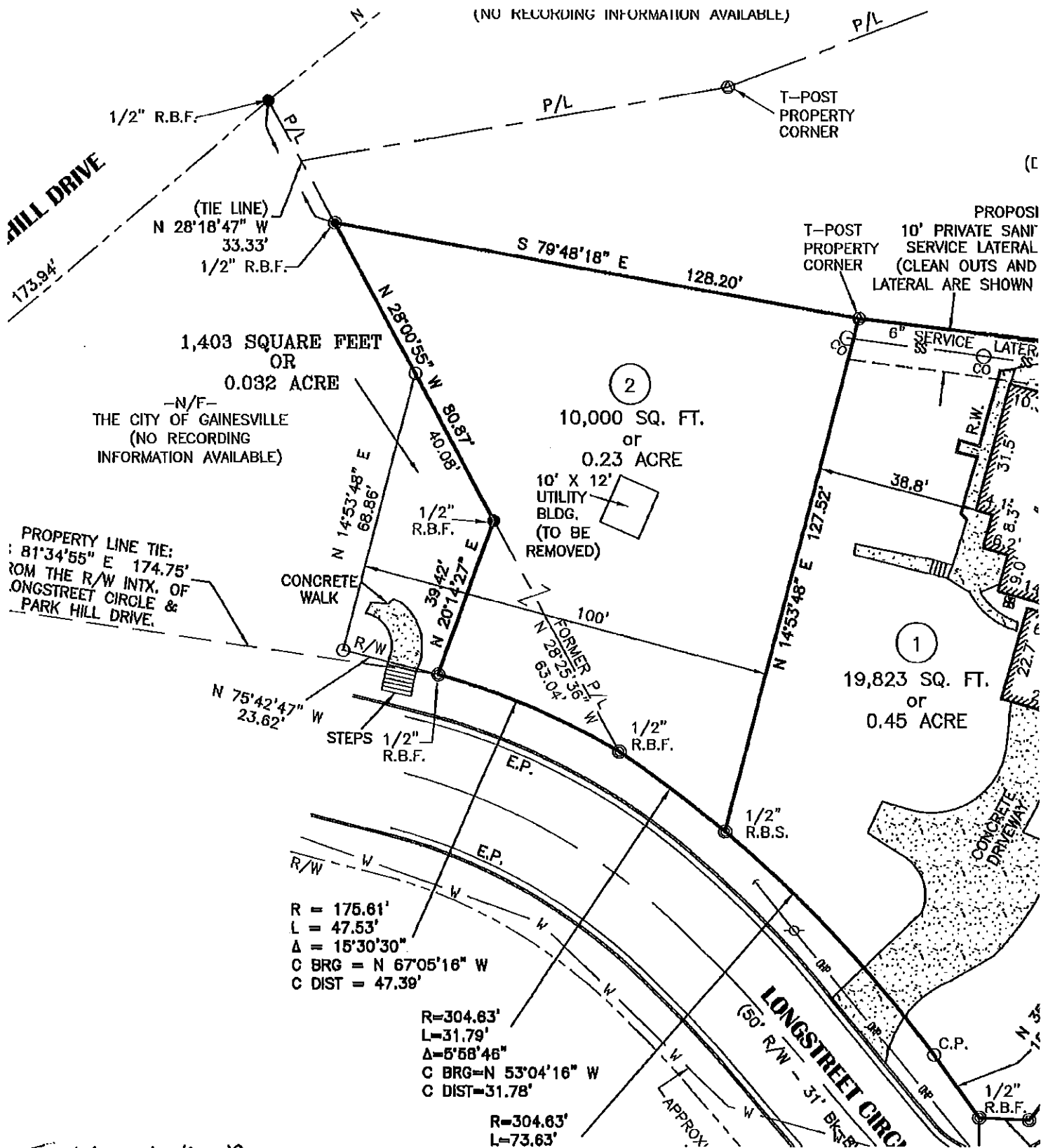


Exhibit "A"

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 0.032 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 Aaron Sims Griffith 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. 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 \$11,250.00.

Based on the aforementioned determinations, the abutting property owner, Aaron Sims Griffith, has been notified of the availability of the Property, and Aaron Sims Griffith has expressed its desire to purchase the Property for the sum of \$17,821.80, which includes payment of \$6,571.80 to relocate the entrance to the Longstreet memorial. This City will also require a vegetative buffer between the memorial and the Property.

I hereby recommend that the governing body of the City of Gainesville authorize the sale of the Property to Aaron Sims Griffith.

This 13th day of December, 2022.



Bryan Lackey, City Manager

HULSEY, OLIVER & MAHAR, LLP

EST. 1914

JULIUS M. HULSEY
R. DAVID SYFAN
THOMAS L. FITZGERALD
THOMAS D. CALKINS
ABBOTT S. HAYES, JR.
PAUL B. SMART
JASON A. DEAN
T. WESLEY ROBINSON
JASON E. VOYLES
JESSICA M. LUND
VANESSA E. SYKES
MONICA B. HATFIELD
T. BURNS MARLOW
KASSANDRA M. LAWSON

ATTORNEYS AT LAW

E.D. KENYON
(1890-1981)
SAMUEL L. OLIVER
(1942-2011)

OF COUNSEL

JAMES E. MAHAR, JR.
[Practice Limited To
Mediation And Arbitration]
JANE A. RANGE
CHRISTOPHER J. WALKER, III
MADELINE S. WIRT

November 21, 2022

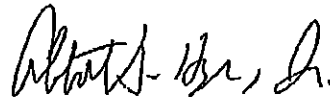
VIA EMAIL

Aaron Sims Griffith
griffithdmd@gmail.com

Dear Sims:

I am an attorney for the City of Gainesville. I am writing to you regarding the 0.032 acre tract of real property shown on the attached Exhibit A (hereinafter referred to as "the Property"). 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 sale of the Property to abutting property owners will facilitate the enjoyment of the highest and best use of the abutting owners' property. 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 \$12,630.00. The City will also require payment of \$6,571.80, to relocate the entrance to the Longstreet memorial, for a total payment of \$19,201.80. The City will also require a vegetative buffer between the memorial and the Property. Please accept this as notification, pursuant to Section 2-3-2 of the Gainesville Code of Ordinances, that the Property is available for purchase. I am offering you the opportunity, as an abutting property owner, to purchase the Property. You have thirty (30) days from the date of this letter to express your desire in writing to purchase the Property. In the event that you wish to purchase the Property, please respond in writing to me, expressing your desire to purchase the Property and informing me of the price you are willing to pay.

Sincerely,



Abbott S. Hayes, Jr.

Enclosures

cc: Bryan Lackey (via email)

ASH/krm/15100/11401/W274016

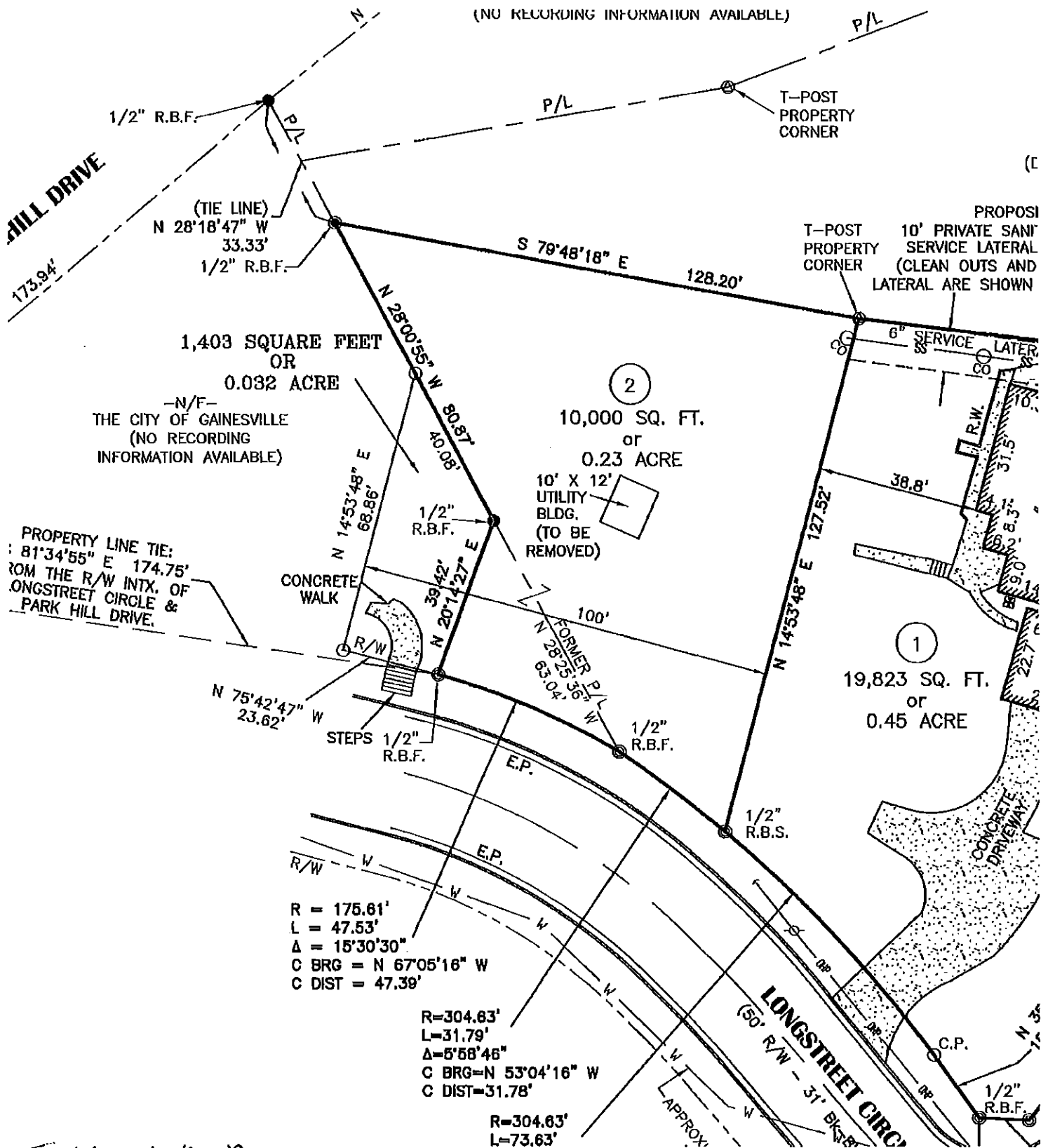


Exhibit "A"

APPRAISAL REPORT OF:

A 0.032 Acre Portion of a 0.48 Acre Tract
Located at 992 Longstreet Circle
Gainesville, Hall County, Georgia

OWNER OF RECORD:

The City of Gainesville

PREPARED FOR:

The City of Gainesville, Office of City Attorney
Office of the City Manager

PREPARED BY

W. McRae Greene
CG-1548
Greene Real Estate Service, Inc.
Gainesville, Georgia 30501

DATE OF REPORT AND VALUATION

November 28, 2022

GREENE REAL ESTATE SERVICES, INC.

APPRAISERS AND CONSULTANTS

W. McRae Greene, Jr. President

POSTOFFICE BOX 811
GAINESVILLE, GEORGIA 30503

Office 770-532-1245
raeg44@gmail.com

Abbott Hayes
City Attorney
City of Gainesville, Georgia

November 28, 2022

RE: A 0.032 Acre Portion of a 0.48 Acre Tract
Located 992 Longstreet Circle
Gainesville, Hall County, Georgia

Dear Mr. Hayes:

Regarding your request for a valuation and analysis for the sale of a 0.032 acre portion (subject property) of a 0.48 acre unimproved tract located at 992 Longstreet Circle, may I advise that I have made a personal inspection of the property and analyzed the pertinent data necessary to form an opinion of value.

The project is the sale of a 0.032 acre portion of a 0.48 acre unimproved tract to the adjoining land owners. This will allow the land to be utilized at its Highest and Best Use for assemblage.

The parent tract is a triangular shaped 0.48 acre residential lot fronting on Longstreet Circle and Parkhill Drive with good terrain characteristics and availability of all utilities. After the sale, it will contain 0.45 acres with the Highest and Best Use unchanged.

The adjoining property owner of an unimproved lot identified as 984 Longstreet Circle will utilize the acquisition to allow for a more marketable lot for residential construction.

It is my opinion that the subject property has a current Fair Market Value of \$ 11,250.

Thank you for the opportunity to be of service in this matter.

Respectfully,



W. McRae Greene
GA Certified Appraiser - 1548

RESTRICTED USE APPRAISAL

FOR ACQUISITION OR DISPOSITION BY LOCAL GOVERNMENT AGENCY

Section 1 - Project Identification

A 0.032 Acre Portion of a 0.48 Acre Tract
Located 992 Longstreet Circle
Tax ID: 01067 002002
Gainesville, Hall County, Georgia

Section 2 - Parcel Identification

Parcel Owner: City of Gainesville

Adjoining Owners:

Parcel 01067 002003A: Aaron Sims Griffith 0.23 acres

Section 3 - Owner Contact/Ownership Interests

Contact

The property owner is the client in this appraisal.

Inspection

The property was inspected by the appraiser on November 28, 2022.

Title History

N/A

Section 4- Reporting Disclosure

This report is intended for the use of the client only. A general data book was not prepared and all the data necessary to properly understand this report is included herein.

Purpose and intended use of the appraisal:

The purpose of this appraisal is to estimate the Fair Market Value of the Fee Simple Interest in the property as an unimproved parcel and to estimate the contributory value of the underlying land to the adjoining owners to its Highest and Best Use.

Client and intended use of the appraisal:

This appraisal is being prepared for City of Gainesville. It is understood that this report will be used to determine the Fair Market Value of the sale of property under the narrow strip ordinance.

State and reference a definition of the value to be estimated:

The following definitions are those as stated in The Appraisal of Real Estate, Eleventh Edition, Appraisal Institute, p.23, 137 & 146

Market Value may be defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this information are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a) Buyer and seller are typically motivated:
- b) Both parties are well informed or well advised, and each acting in what they consider their best interest:
- c) A reasonable time is allowed for exposure in the market:
- d) Payment is made in terms of cash in United States dollars or in terms of finance arrangements comparable thereto: and
- e) The price represent the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated by anyone with the sale.

Fee Simple Ownership may be defined as:

“absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.”

Easement may be defined as:

“An easement is usually the right to perform a specific action on a particular parcel of property or a portion thereof, by the grantees who do not hold the underlying fee.”

Exposure time:

Assumed to be adequate, sufficient, and reasonable. Effort for exposure is assumed to be adequate, sufficient and reasonable. Both items are assumed to precede the effective date of value. The time frame is an integral part of the appraisal analysis and is based on one or more of the following:

- a) Statistical information about days on the market
- b) Information gathered through sales verification; and
- c) Interviews of market participants

Appraisal Type

This is an appraisal of unimproved and improved commercial property with the land only being valued. This appraisal includes an analysis of a proposed land sale.

Scope of Assignment

Extent and process of collecting, confirming and reporting all data - all data, which was considered to be pertinent to the valuation of the subject property was gathered. This included, but was not limited to, local and neighborhood economic trends, conformity of land uses, zoning and market sales data. These sales were researched to determine factors that would influence the sales price and their comparability to the subject. These sales were verified through the buyer, seller or other knowledgeable parties, and/or including the public records. The five step process is utilized to estimate just and adequate compensation for the acquisition.

Describe any special limitations

All limiting conditions and assumptions that affect the analysis and conclusions are included in this report.

Section 5 - Local Government Requirements

Zoning

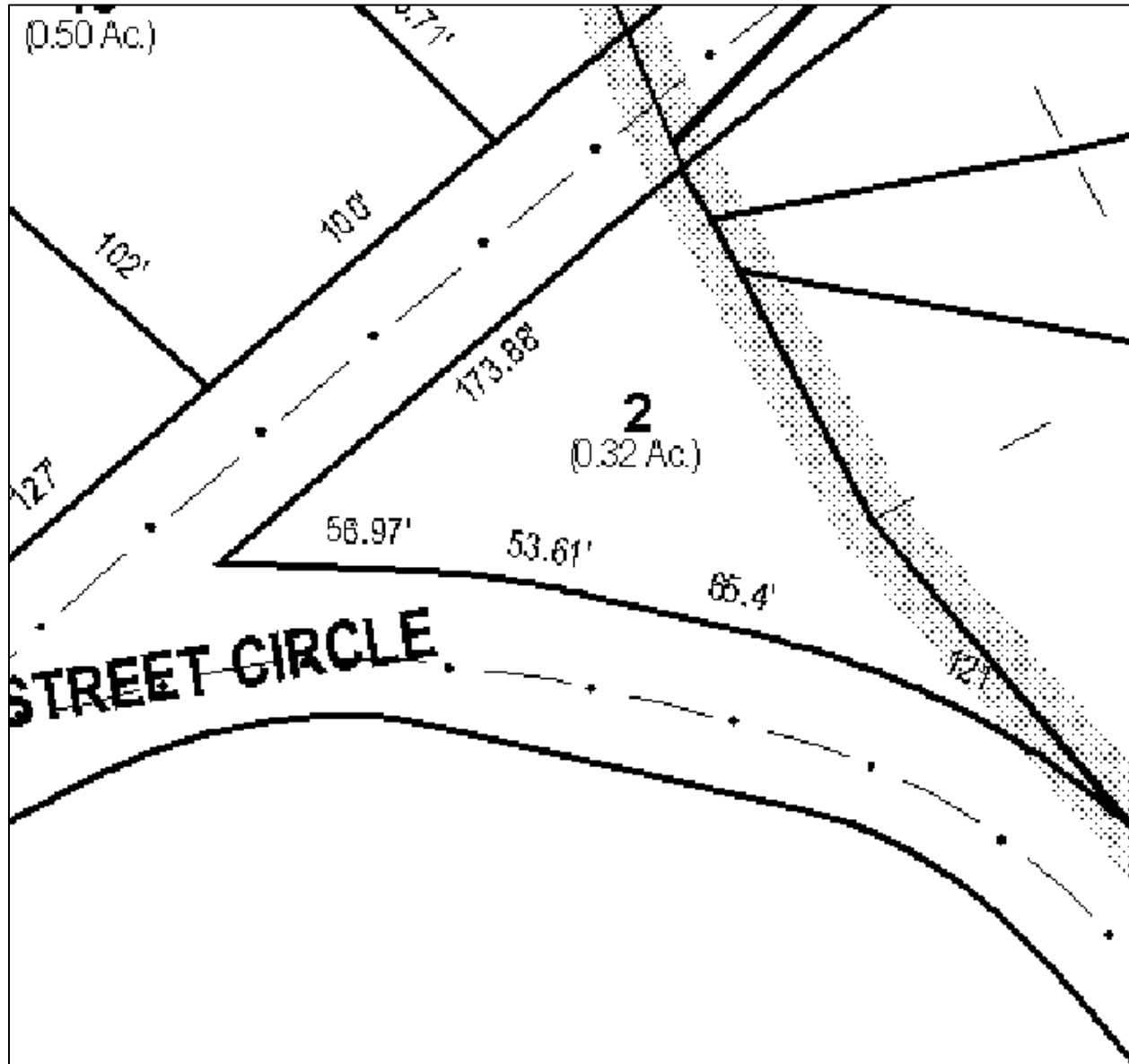
Classification:	R-1 (Residential Single Family)
Governmental Jurisdiction:	City of Gainesville
Permitted Uses:	Access to Adjoining Properties
Restrictions:	Public Right of Way

Section 6 - Property Description

The parent tract of the subject property is a generally rectangular tract containing 0.48 acres and commonly known as 992 Longstreet Circle. It fronts on Longstreet Circle and Parkhill Drive. The terrain is good and all utilities for residential development are available.

The Highest and Best Use for valuation is Single Family Residential.

For description see aerial photos, tax maps, and plats included in this report.

Plat and Description of Subject Property

Identification of Project and Area



Subject- Blue - A 0.032 Acre Portion of a 0.48 Acre Tract

Photos







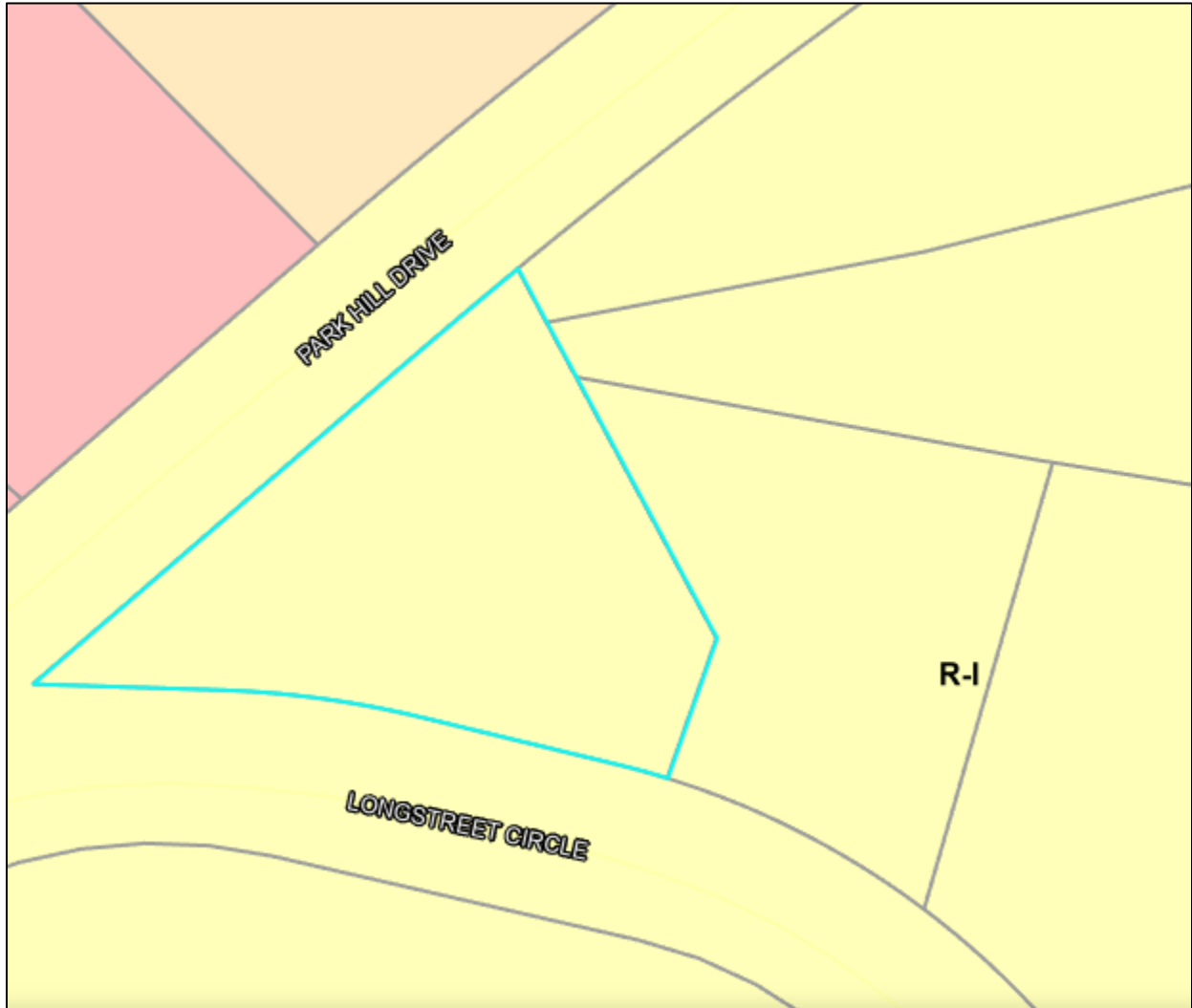


Aerial Photos

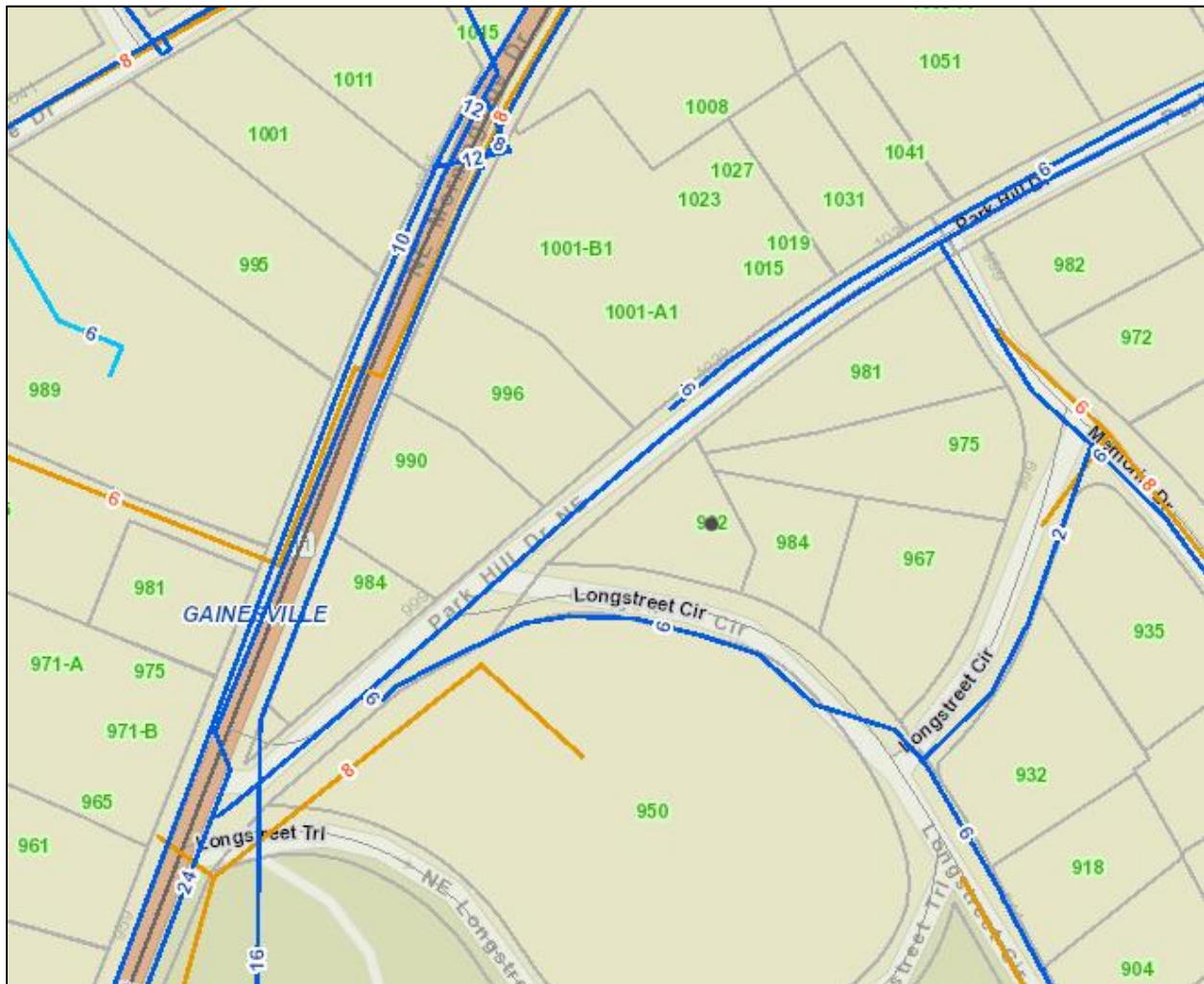




Zoning Map

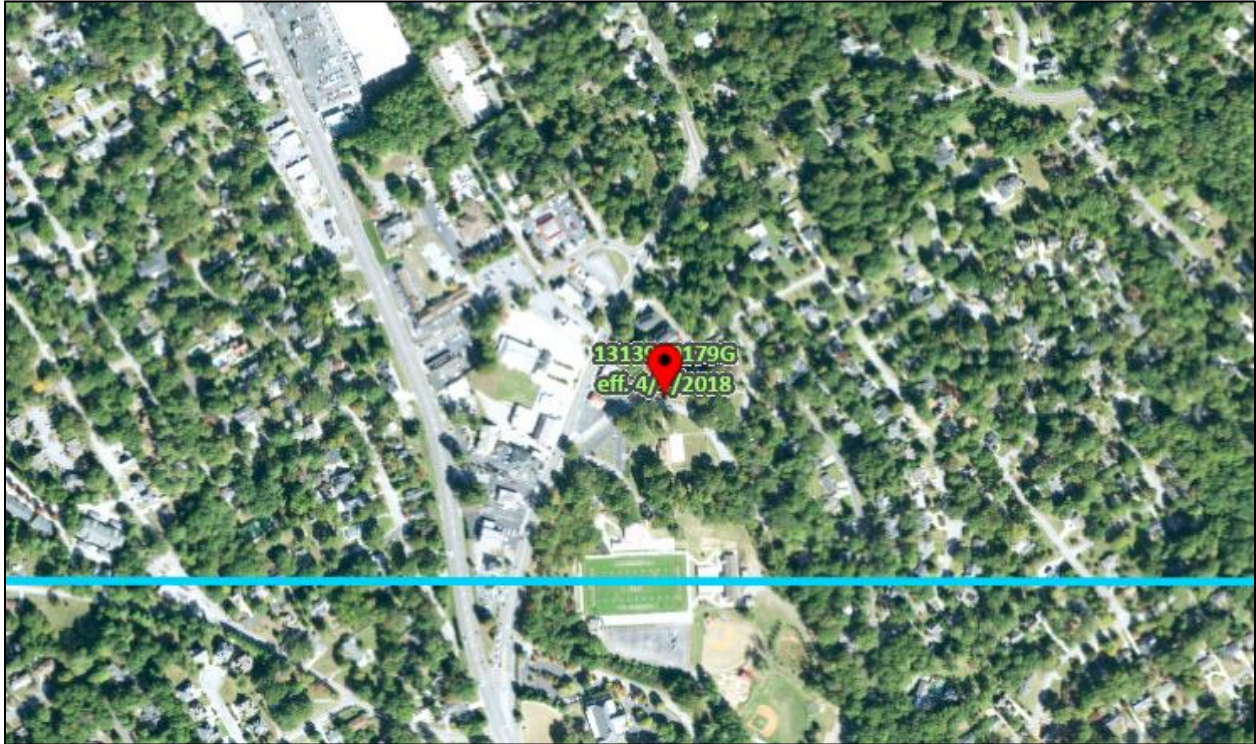


Utility Map



Gold Line – Public Sewer
Blue Line – Public Water

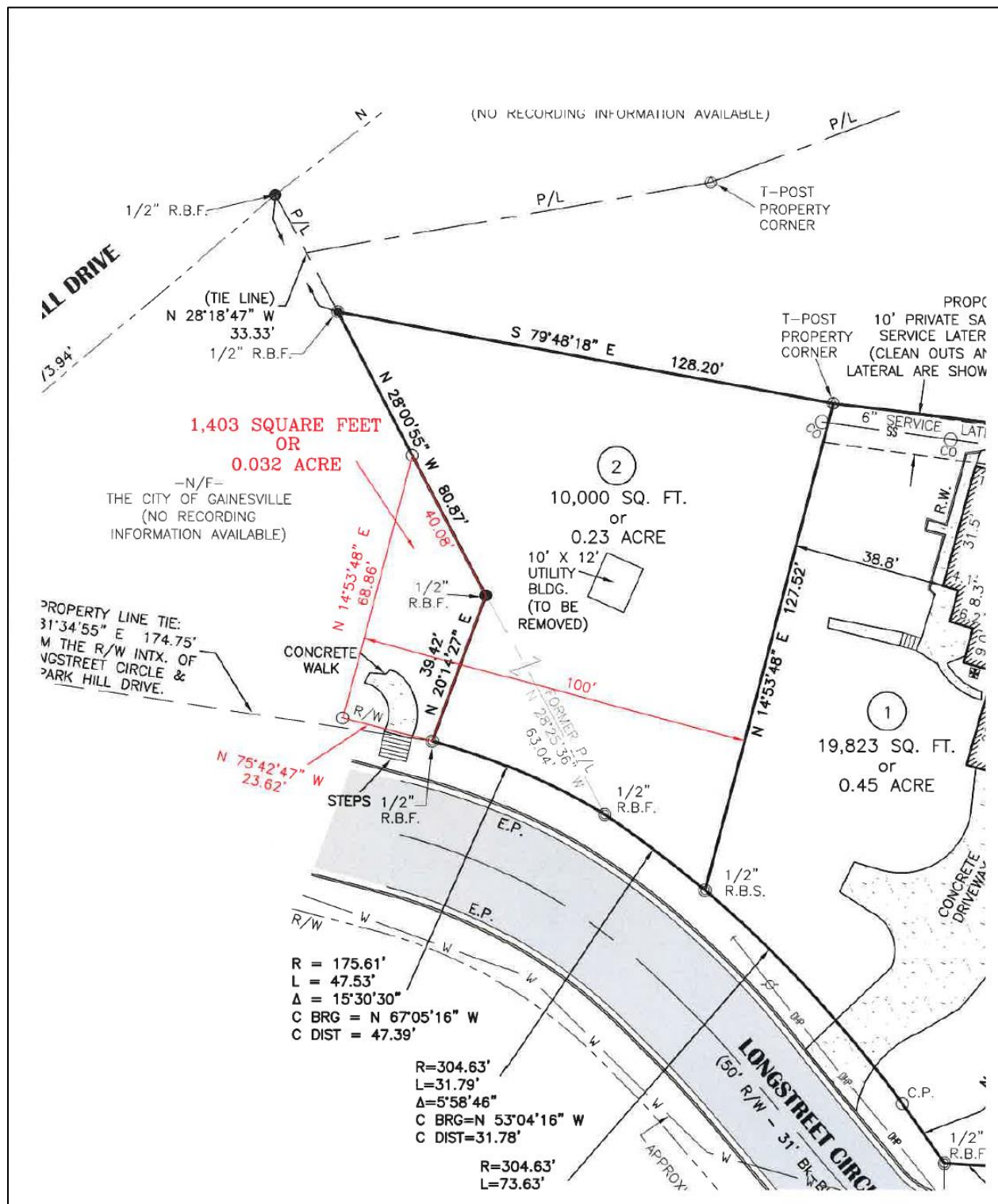
Flood Map



Topo Map



Plat



Section 7 – Highest and Best Use

Four major criteria are considered in a Highest and Best Use analysis. These are the physical attributes of the property; the legal restrictions attached to the property (zoning); the most financially feasible use for the property; and the use that will provide the maximum financial return to the owner

The Highest and Best Use for the subject property is to provide additional property and access to the adjoining property.

Section 8 - Valuation

APPRAISAL PROCEDURE

In estimating the present fair market value of the subject property all approaches to value were considered. The Highest and Best Use indicates that the present use for valuation is as unimproved and available for residential construction. The sales comparison approach to value will be utilized to value the land only. This is the approach that compares the subject property to other similar properties that have sold or currently offered for sale. These properties are compared to the subject and are adjusted based on their dissimilar characteristics.

LAND VALUATION

In order to estimate the market value of the subject, consideration is given to all sales in the general market area for the past three years of vacant or under improved tracts. All of the sales are considered generally comparable and relevant to the valuation of the subject property.

Valuation Summary

COMPARABLE SALES SUMMARY

No.	Address	Sales Date	Size/Acres	Price	Price/Acre	Price/SF
1	1153 Parkhill Dr (2 building lots)	7/31/2020	1.14	\$225,000	\$197,368	\$4.53
2	Laurel Lane	12/15/2020	0.32	\$95,000	\$296,875	\$6.82
3	Riverside Dr (6 individual sales)	1/22/2022	0.49	\$150,000	\$306,122	\$7.00
4	984 Longstreet Circle	10/13/2022	0.23	\$90,000	\$391,304	\$9.00

The comparable sales as summarized above, are similar to the subject property in location and Highest and Best Use. Based on these considerations, it is our opinion that the Fair Market Value of the subject property would fall in the upper range due to the date of sale. The Sale #4 is the adjoining property but is a smaller lot. Therefore, the estimated value of the parent tract is approximately \$8.00 per square foot for the 20,812 square feet or \$166,500.

The portion of the parent tract to be sold fronts approximately 23.62 feet on Longstreet Circle and contains 1,403 square feet or 0.032 acres. It is a representative portion of the entire tract and would be valued based on the same per unit value as the parent tract.

Based on this analysis, it is determined that the value of the portion to be sold is calculated as follows:

$$1,403 \text{ sf @ } \$8.00/\text{sf} = \$ 11,224 \text{ or } \$ 11,250$$

ASSUMPTIONS AND LIMITING CONDITIONS

These appraisal reports have been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible management and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The tax plats, right-of-way plans and illustrative material in the reports are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of property, subsoil, or restrictions that render it more or less valuable. Nor is responsibility assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certifications of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in the report is based.
10. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. The distribution, if any of the total valuation in the report between land and improvements applies only under the stated program of utilization. The separate allocations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
12. Possession of the report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with properly written qualification and only in its entirety. Therefore, the liability of the appraiser shall be expressly limited to the person for whom the appraisal was addressed and any reliance there on by any third party shall not be justifiable and therefore at the peril of the third party.
13. The appraiser herein by reason of the appraisal is not required to give further consultation, testimony or be attendance in court with reference to the property in question unless arrangements have been previously made.

14. Neither all nor any part of the contents of the report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without the prior consent and approval of the appraiser.

15. It is a condition of the appraisal that the subject property, including any proposed improvements, meets all governmental regulations and restrictions, including but not limited to zoning requirements, building and development codes, drainage requirements and all fire safety laws.

16. It is a condition that the property is subject to typical easements such as right-of-way for electric power lines, sewer easements, natural gas lines, as well as telephone lines and water lines.

17. It is a condition of the appraisal that no soil boring test has been made and the stated value would be subject to such a test.

18. It is a condition of the appraisal that any marketing of the subject property would expressly require effective and aggressive sales methods and techniques, reasonable pricing, market exposure, and coverage, and unless stated any suggested improvements or repairs completed in order to market the property.

19. The subject is specifically conditioned on present market conditions, any changes may affect the market value stated.

20. Unless otherwise stated in the report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser however **is not qualified** to detect such substances. The value is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge necessary to discover them. The client is urged to retain an expert in this field, if desired.

21. It is specifically noted as a condition of the appraisal that, unless found otherwise, the furnished plans for the project, furnished square foot or metric areas, owner furnished information, as well as county tax record information regarding the subject is believed to be reliable.

CERTIFICATION OF APPRAISER

STATE OF GEORGIA
COUNTY OF: HALL

I Hereby Certify:

That I have personally inspected the property appraised herein and that I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in said appraisal were as represented in said appraisal or in the data book or report which supplements said appraisal. That no one provided significant professional assistance to the appraiser in completion of this report.

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true and correct, the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions. That my analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. The appraiser is currently certified under the continuing education program of the State of Georgia through the date July 31, 2022. The appraiser is also currently certified under the voluntary continuing education program of American Society of Appraisers.

That I understand that such appraisal may be used in connection with the disposal for a project identified as abandonment of alleyways by the City of Gainesville.

That such appraisal has been made in conformity with the appropriate State laws, regulations, and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consists of items, which are non-compensable under the established law of said State.

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. That I have no personal interest in or bias with respect to the parties involved and that I have no present or prospective interest in the property that is the subject of this report.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from the obligation by having publicly testified as to such findings.

That it is my opinion of just compensation for the disposition as of the November 28, 2022 is \$11,250 and is based upon my independent appraisal and the exercise of my professional judgment.

.



W. McRae Greene
Georgia Certification #1548

QUALIFICATIONS OF W. McRAE GREENE, JR.

Greene Real Estate Services, Inc.
P.O. Box 811
Gainesville, Georgia 30503
770-532-1245 raeg44@gmail.com

EDUCATION

BBA Degree - University of Georgia (1966)
BBA Degree with Major in Real Estate
Continuing Education - Annual courses and seminars in all areas of real estate brokerage, finance and appraisal

AFFILIATIONS

Affiliate member - Appraisal Institute
Member - National Association of Independent Fee Appraisers (Certification IFAS)
Past President - Gainesville Hall County Association of Realtors
Past Director - Georgia Association of Realtors

EXPERIENCE

Georgia Licensed Real Estate Broker (# 085049) Originally Licensed Oct. 1965
Tennessee Certified General Real Estate Appraiser (#5266)
South Carolina Certified Real Estate Appraiser (# 7437)
Georgia Certified Real Estate Appraiser (#1548)
Unlicensed States by reciprocal temporary licensing agreement
Owner and President of Greene Real Estate Services, Inc. (1966 - Present)
Active Real Estate Appraiser (1966 - Present)

RECENT CLIENTS

Clients for appraisal assignments over the past three years include Governmental Agencies, Lending Institutions, Businesses, Estates, Individuals, Certified Public Accountants and Attorneys. Also, testimony relating to real estate value in the Superior Courts of most counties in Northeast Georgia, Federal Court and U.S. Bankruptcy Court.

Internal Revenue Service

For over 30 years appraisals for fee simple interest charitable donations that meet IRS requirements.

Specific recent clients include: (conservation easement clients not disclosed)

Georgia Department of Transportation
Etowah Water and Sewer Authority
Cobb County Water and Sewer Department
Cities of Gainesville, Cornelia, Clayton, Georgia
United States Corps of Engineers

Valuation assignments utilizing before and after analysis of easement interest for public utilities, property acquisitions and sales of surplus properties.



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: December 9, 2022

Date Submitted: December 12, 2022

Final Approval Date: December 12, 2022

Presenter: Abb Hayes, City Attorney

Item of Business: **Ordinance 2022-24 Annex Victory Street Property
(Tabled at the August 2, 2022, October 18, 2022, November 1, 2022 and
December 6, 2022 Council Meetings)**
AN ORDINANCE ANNEXING ALL OF VICTORY STREET RIGHT-OF-WAY
CONSISTING OF 0.66± ACRE, LOCATED BETWEEN JESSE JEWELL
PARKWAY AND SPRING STREET ADJACENT TO BUT NOT NOW
WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE; TO
REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR
SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR
OTHER PURPOSES.

Meeting Date: December 15, 2022

Purpose of Request:

To address the zoning request previously tabled at the August 2, 2022, October 18, 2022, November 1, 2022 and December 6, 2022 Mayor/Council Meetings.

Facts & Issues / History & Background:

The City of Gainesville is proposing to annex all of Victory Street which is currently zoned Residential-II (R-II) in the County and is located within the Limestone Parkway Overlay Zone. Victory Street is a narrow two-lane road approximately 20 feet wide with no sidewalks. Upon annexation, the road will be improved to City standards to address vehicular/pedestrian access and safety to include widening the right-of-way and road bed, installation of curb, gutters, sidewalks, decorative street lights, street trees and on-street parallel parking. The improvements will be constructed and paid for by the developer of the proposed commercial grocery retail center within the adjacent Limestone Greenway mixed-use development to provide secondary access. The additional land needed to widen Victory Street will be dedicated by the adjacent commercial land owner to the City of Gainesville and maintained as a public street. The adjacent uses include New Holland Mill residential community and future commercial uses within the Limestone Greenway mixed-use development.

Department Recommendation:

Approve the Ordinance as presented.

Department Director:

Rusty Ligon

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Proposed Ordinance 2022-24 COG Victory St anx ord
2. Location Maps
3. Plat
4. Architectural Renderings

Passed: _____

AN ORDINANCE

No. 2022-24

AN ORDINANCE ANNEXING ALL OF VICTORY STREET RIGHT-OF-WAY CONSISTING OF 0.66± ACRE, LOCATED BETWEEN JESSE JEWELL PARKWAY AND SPRING STREET ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION I

That from and after the passage of this Ordinance the following described lands are and shall be annexed into the existing corporate limits of the City of Gainesville, Georgia, so that said lands shall constitute a part of the land within the corporate limits of the City of Gainesville, Georgia, as fully and completely as if the limits had been so defined by the General Assembly of Georgia.

Legal Description

All that tract or parcel of land lying and being in Land Lot 133, 9th Land District, City of Gainesville, Hall County, Georgia as shown on a sketch and description prepared by Patton Land Surveying, LLC, for the City of Gainesville, dated May 25th, 2022 and being more particularly described as follows:

Commencing at the Centerline Intersection of State Route 365 (Business) (Jesse Jewell Parkway) (varying width right-of-way) and U.S. Highway 11 (State Route 129) (Limestone Parkway) (varying width right-of-way) (having a coordinate value of Northing: 1568809.49 Easting: 2408275.75 based on the Georgia State Plane Coordinate System, North American Datum of 1983/1990 adjustment, Georgia West Zone;

Thence South 36 degrees 09 minutes 54 seconds West for a distance of 874.72 feet to the point of intersection of the Northerly right-of-way line of said Jesse Jewell Parkway with the Westerly right-of-way line of Victory Street (32' wide right-of-way) and said point being the TRUE POINT OF BEGINNING:

Thence leaving said Jesse Jewell Parkway and following the Westerly right-of-way line of said Victory Street the following courses:

Thence North 20 degrees 54 minutes 06 seconds West for a distance of 321.56 feet to a point; Thence along a curve to the left having a radius of 1457.31 feet and an arc length of 124.63 feet, being subtended by a chord of North 23 degrees 21 minutes 06 seconds West for a distance of 124.59 feet to a point; Thence along a curve to the left having a radius of 23748.56

ORDINANCE NO. 2022-24

feet and an arc length of 232.38 feet, being subtended by a chord of North 26 degrees 04 minutes 55 seconds West for a distance of 232.38 feet to a point;

Thence continuing along the Westerly right-of-way line of said Victory Street and the Northerly extension thereof, the following course:

Thence North 26 degrees 21 minutes 44 seconds West for a distance of 233.08 feet to a point on the Easterly right-of-way line of said Victory Street;

Thence following the Easterly right-of-way line of said Victory Street the following courses:

Thence along a curve to the right having a radius of 63.31 feet and an arc length of 66.75 feet, being subtended by a chord of South 56 degrees 31 minutes 01 seconds East for a distance of 63.71 feet to a point; Thence South 26 degrees 21 minutes 44 seconds East for a distance of 177.99 feet to a point; Thence along a curve to the right having a radius of 23780.55 feet and an arc length of 232.69 feet, being subtended by a chord of South 26 degrees 04 minutes 55 seconds East for a distance of 232.69 feet to a point; Thence along a curve to the right having a radius of 1489.31 feet and an arc length of 127.37 feet, being subtended by a chord of South 23 degrees 21 minutes 06 seconds East for a distance of 127.33 feet to a point; Thence South 20 degrees 54 minutes 06 seconds East for a distance of 226.23 feet to a 1/2" rebar pin set;

Thence leaving the Easterly right-of-way of said Victory Street and following the Southeasterly extension of the Easterly right-of-way of said Victory Street the following course:

Thence South 20 degrees 54 minutes 06 seconds East for a distance of 95.24 feet to a point;

Thence leaving said Southeasterly extension the following course:

Thence South 68 degrees 54 minutes 52 seconds West for a distance of 32.00 feet to a point and said point being the POINT OF BEGINNING.

Said property contains 0.66 acres more or less.

SECTION II

The Community and Economic Development Department of the City of Gainesville is directed to make and file with the Department of Community Affairs of the State of Georgia a certified copy of this Ordinance together with a plat describing lands annexed to the City of Gainesville by this Ordinance.

SECTION III

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

SECTION IV

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

ORDINANCE NO. 2022-24

such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION V

The effective date of this Ordinance shall be the first day of the month following approval by the governing body of the City of Gainesville, Georgia.

W. Samuel Couvillon, Mayor

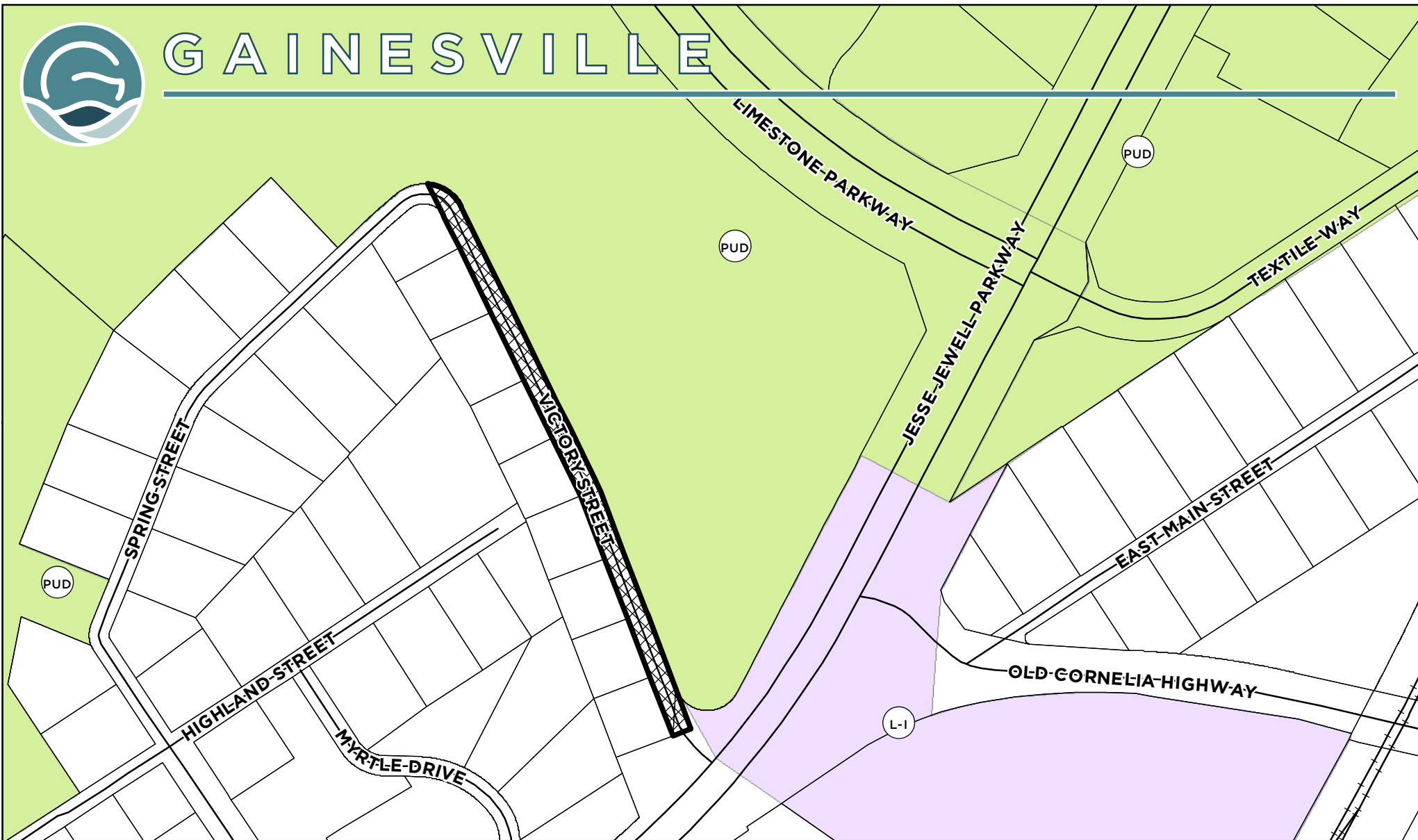
This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk



GAINESVILLE



Applicant:

CITY OF GAINESVILLE

ANNEXATION REQUEST

Subject Property Address:

Tax Parcel:

Request:

Annex all of Victory Street ROW (+/- 0.66 AC) with a zoning of Planned Unit Development (P-U-D)



Subject Property



Meeting Date: 07/12/2022

Map Prepared: 06/02/2022

0 100 200 300 400 Feet

SCALE: 1" = 200'



GAINESVILLE



Applicant:

CITY OF GAINESVILLE

ANNEXATION REQUEST

Subject Property Address:

Tax Parcel:

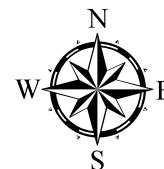
Request:

Annex all of Victory Street ROW (+/- 0.66 AC) with a zoning of Planned Unit Development (P-U-D)



Subject Property

Aerial from 2021



Meeting Date: 07/12/2022

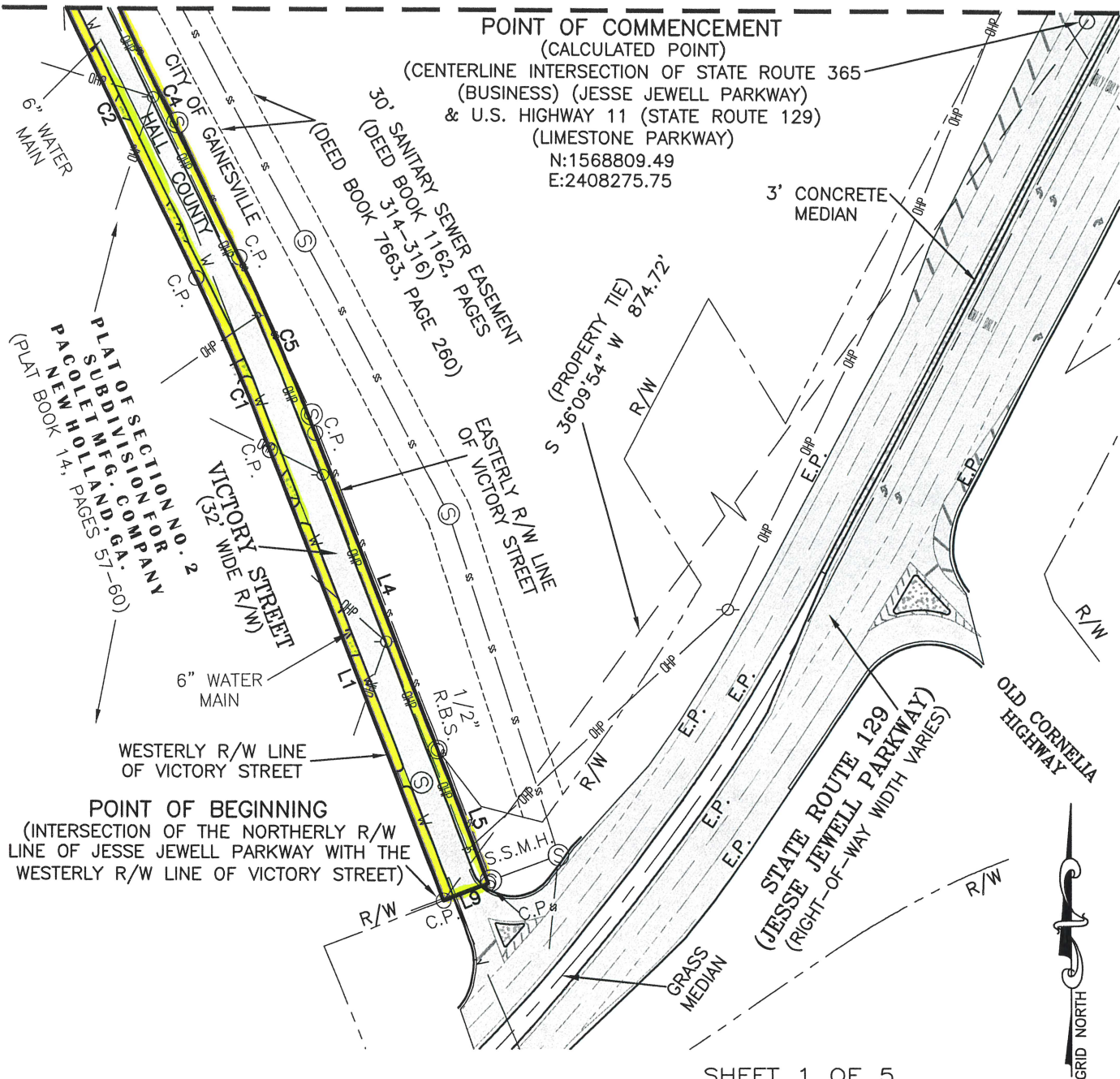
Map Prepared: 06/02/2022

0 100 200 300 400 Feet

SCALE: 1" = 200'

* SEE SHEET 3 FOR LINE &
CURVE TABLE

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



SHEET 1 OF 5



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

LAND SURVEYING FIRM CERTIFICATE OF
AUTHORIZATION NUMBER LSF 001029

SKETCH & LEGAL DESCRIPTION FOR:

CITY OF GAINESVILLE
(VICTORY STREET ANNEXATION)

- LOCATED IN -

LAND LOTS 133
9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA



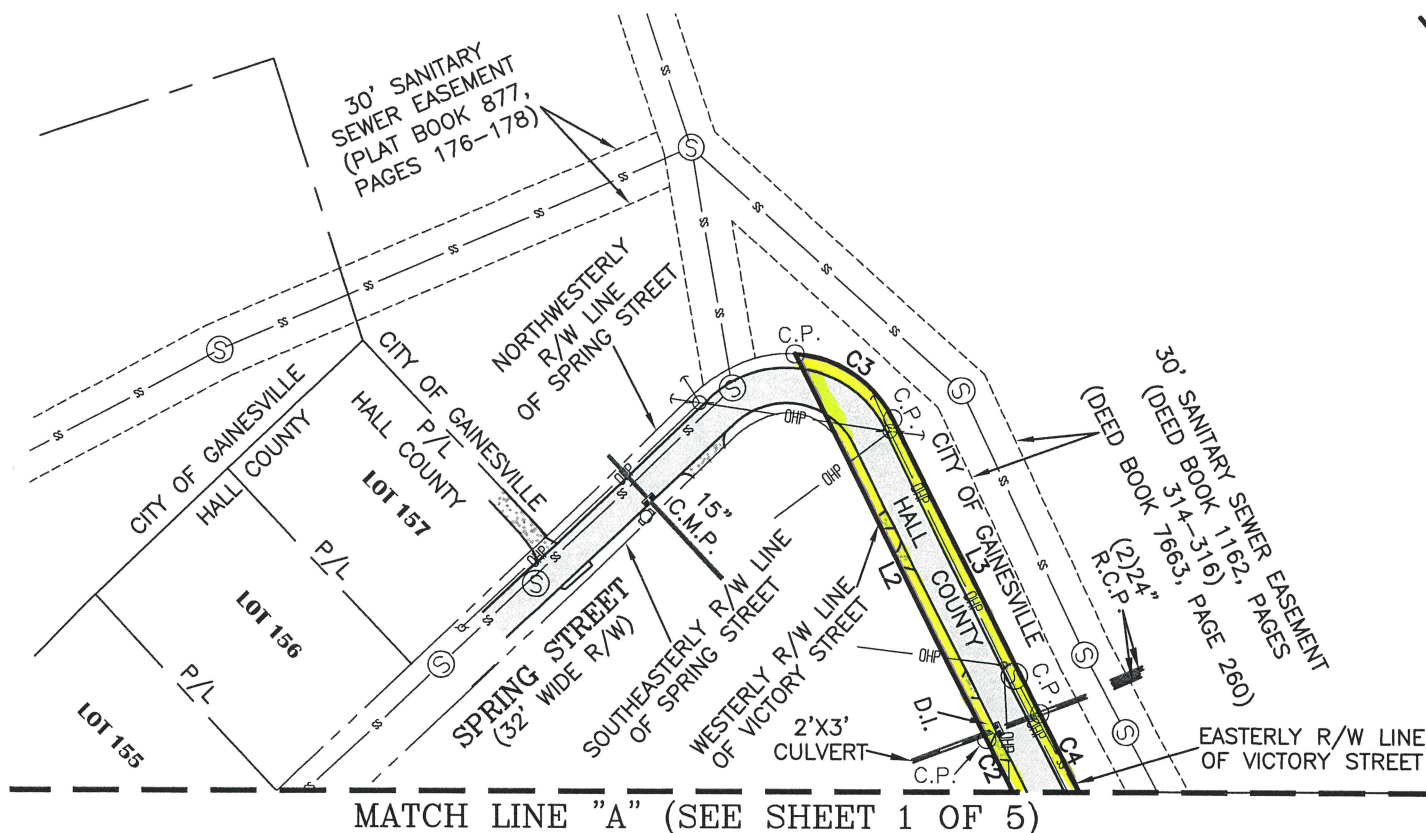
HALL COUNTY SURVEYOR

SCALE:
1" = 100'

DATE:
05/25/2022

21-259.02-VICTORY-STREET.dwg
JN. 21-259

* SEE SHEET 3 FOR LINE &
CURVE TABLE



MATCH LINE "A" (SEE SHEET 1 OF 5)

SHEET 2 OF 5



LAND SURVEYING, LLC
REGISTERED PROFESSIONAL
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www.pattonsurveying.com

LAND SURVEYING FIRM CERTIFICATE OF
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CITY OF GAINESVILLE
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HALL COUNTY, GEORGIA

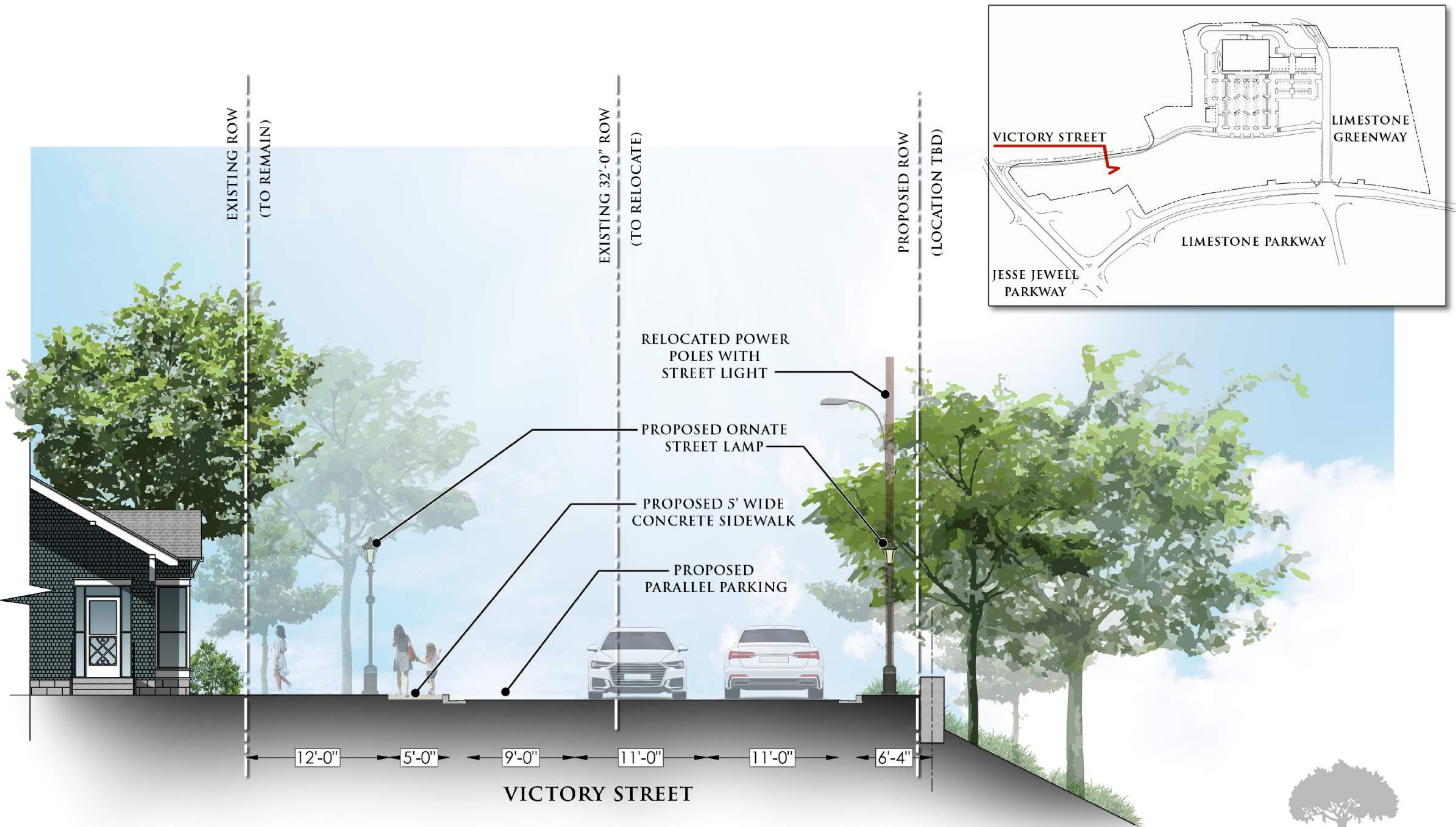


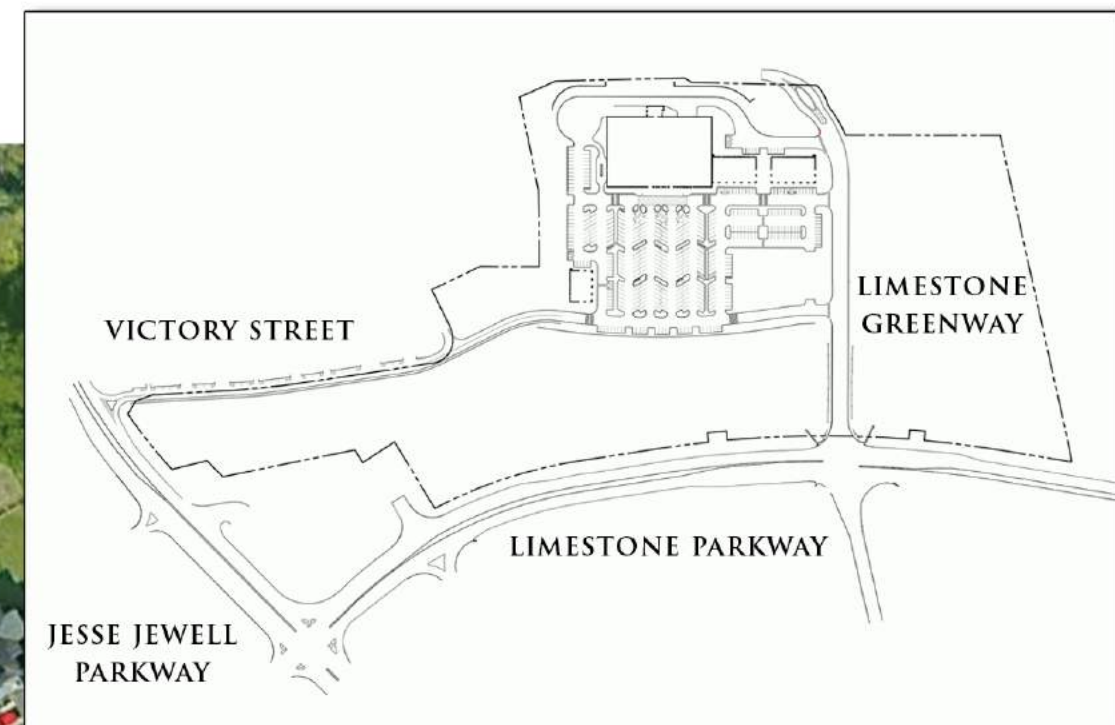
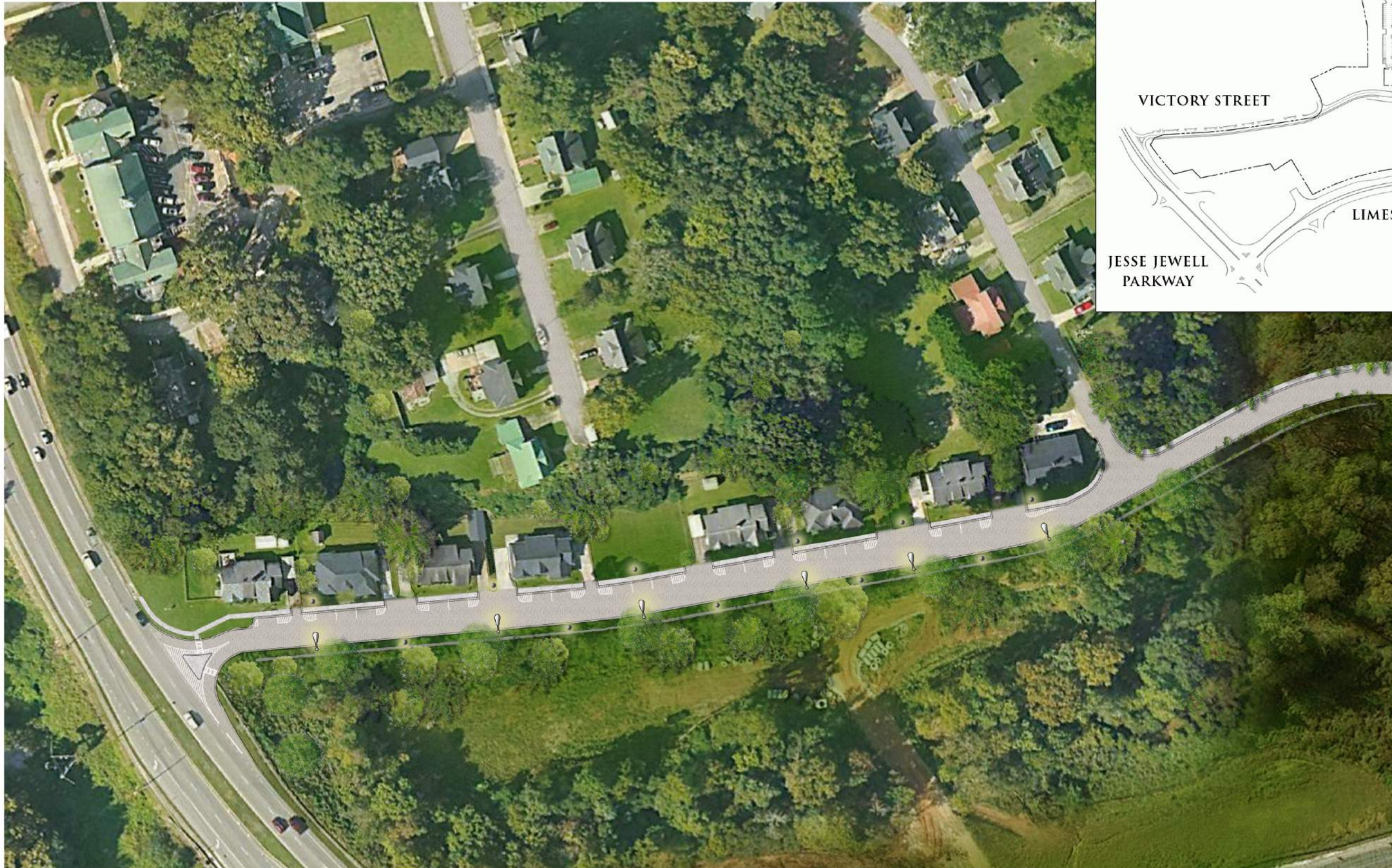
HALL COUNTY SURVEYOR

SCALE:
1" = 100'

DATE:
05/25/2022

21-259.02-VICTORY-STREET.dwg
JN. 21-259





LIMESTONE MARKETPLACE

VICTORY STREET ROADWAY PLAN
GAINESVILLE, GEORGIA
10.07.2022



BRANCH

3340 PEACHTREE RD NE • SUITE 2775 • ATLANTA, GA 30326
404 • 832 • 8900



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: December 9, 2022

Date Submitted: December 12, 2022

Final Approval Date: December 12, 2022

Presenter: Abb Hayes, City Attorney

Item of Business: **Ordinance 2022-25 Zone Victory Street Property
(Tabled at the August 2, 2022, October 18, 2022, November 1, 2022 and
December 6, 2022 Council Meetings)**
AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF
GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON ALL OF
VICTORY STREET RIGHT-OF-WAY CONSISTING OF 0.66± ACRE,
LOCATED BETWEEN JESSE JEWELL PARKWAY AND SPRING STREET
AT THE TIME OF ANNEXATION AS PLANNED UNIT DEVELOPMENT,
WITH CONDITIONS (P-U-D-c); TO REPEAL CONFLICTING
ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Meeting Date: December 15, 2022

Purpose of Request:

To address the zoning request previously tabled at the August 2, 2022, October 18, 2022, November 1, 2022 and December 6, 2022 Mayor/Council Meetings.

Facts & Issues / History & Background:

The City of Gainesville is proposing to annex all of Victory Street which is currently zoned Residential-II (R-II) in the County and is located within the Limestone Parkway Overlay Zone. Victory Street is a narrow two-lane road approximately 20 feet wide with no sidewalks. Upon annexation, the road will be improved to City standards to address vehicular/pedestrian access and safety to include widening the right-of-way and road bed, installation of curb, gutters, sidewalks, decorative street lights, street trees and on-street parallel parking. The improvements will be constructed and paid for by the developer of the proposed commercial grocery retail center within the adjacent Limestone Greenway mixed-use development to provide secondary access. The additional land needed to widen Victory Street will be dedicated by the adjacent commercial land owner to the City of Gainesville and maintained as a public street. The adjacent uses include New Holland Mill residential community and future commercial uses within the Limestone Greenway mixed-use development.

Department Recommendation:

Approve the Ordinance 2022-25 with conditions as presented.

Department Director:

Rusty Ligon

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Proposed Ordinance 2022-25 COG Victory St zon ord
2. Exhibit A
3. Location Maps
4. Plat
5. Architectural Renderings

Passed: _____

AN ORDINANCE

No. 2022-25

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON ALL OF VICTORY STREET RIGHT-OF-WAY CONSISTING OF 0.66± ACRE, LOCATED BETWEEN JESSE JEWELL PARKWAY AND SPRING STREET AT THE TIME OF ANNEXATION AS PLANNED UNIT DEVELOPMENT, WITH CONDITIONS (P-U-D-c); TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION I

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **Planned Unit Development, with conditions (P-U-D-c)**.

Conditions

- 1. Prior to a Certificate of Occupancy being issued for the adjacent grocery retail shopping center, Victory Street shall be improved to meet City of Gainesville standards as depicted on Exhibit “A” entitled “Victory Street Roadway Section”, per the approval of the Gainesville Public Works Director.**
- 2. No commercial delivery trucks with 10 wheels or more shall be allowed to access Victory Street. Signage restricting thru truck traffic shall be installed near the intersection of Victory Street and Jesse Jewell Parkway and near the entrance of the future commercial access driveway, per the approval of the Gainesville Public Works Director.**

Legal Description

All that tract or parcel of land lying and being in Land Lot 133, 9th Land District, City of Gainesville, Hall County, Georgia as shown on a sketch and description prepared by Patton Land Surveying, LLC, for the City of Gainesville, dated May 25th, 2022 and being more particularly described as follows:

Commencing at the Centerline Intersection of State Route 365 (Business) (Jesse Jewell Parkway) (varying width right-of-way) and U.S. Highway 11 (State Route 129) (Limestone Parkway) (varying width right-of-way) (having a coordinate value of Northing: 1568809.49 Easting: 2408275.75 based on the Georgia State Plane Coordinate System, North American Datum of 1983/1990 adjustment, Georgia West Zone;

ORDINANCE NO. 2022-25

Thence South 36 degrees 09 minutes 54 seconds West for a distance of 874.72 feet to the point of intersection of the Northerly right-of-way line of said Jesse Jewell Parkway with the Westerly right-of-way line of Victory Street (32' wide right-of-way) and said point being the TRUE POINT OF BEGINNING:

Thence leaving said Jesse Jewell Parkway and following the Westerly right-of-way line of said Victory Street the following courses:

Thence North 20 degrees 54 minutes 06 seconds West for a distance of 321.56 feet to a point; Thence along a curve to the left having a radius of 1457.31 feet and an arc length of 124.63 feet, being subtended by a chord of North 23 degrees 21 minutes 06 seconds West for a distance of 124.59 feet to a point; Thence along a curve to the left having a radius of 23748.56 feet and an arc length of 232.38 feet, being subtended by a chord of North 26 degrees 04 minutes 55 seconds West for a distance of 232.38 feet to a point;

Thence continuing along the Westerly right-of-way line of said Victory Street and the Northerly extension thereof, the following course:

Thence North 26 degrees 21 minutes 44 seconds West for a distance of 233.08 feet to a point on the Easterly right-of-way line of said Victory Street;

Thence following the Easterly right-of-way line of said Victory Street the following courses:

Thence along a curve to the right having a radius of 63.31 feet and an arc length of 66.75 feet, being subtended by a chord of South 56 degrees 31 minutes 01 seconds East for a distance of 63.71 feet to a point; Thence South 26 degrees 21 minutes 44 seconds East for a distance of 177.99 feet to a point; Thence along a curve to the right having a radius of 23780.55 feet and an arc length of 232.69 feet, being subtended by a chord of South 26 degrees 04 minutes 55 seconds East for a distance of 232.69 feet to a point; Thence along a curve to the right having a radius of 1489.31 feet and an arc length of 127.37 feet, being subtended by a chord of South 23 degrees 21 minutes 06 seconds East for a distance of 127.33 feet to a point; Thence South 20 degrees 54 minutes 06 seconds East for a distance of 226.23 feet to a 1/2" rebar pin set;

Thence leaving the Easterly right-of-way of said Victory Street and following the Southeasterly extension of the Easterly right-of-way of said Victory Street the following course:

Thence South 20 degrees 54 minutes 06 seconds East for a distance of 95.24 feet to a point;

Thence leaving said Southeasterly extension the following course:

Thence South 68 degrees 54 minutes 52 seconds West for a distance of 32.00 feet to a point and said point being the POINT OF BEGINNING.

Said property contains 0.66 acres more or less.

SECTION II

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

SECTION III

ORDINANCE NO. 2022-25

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

SECTION IV

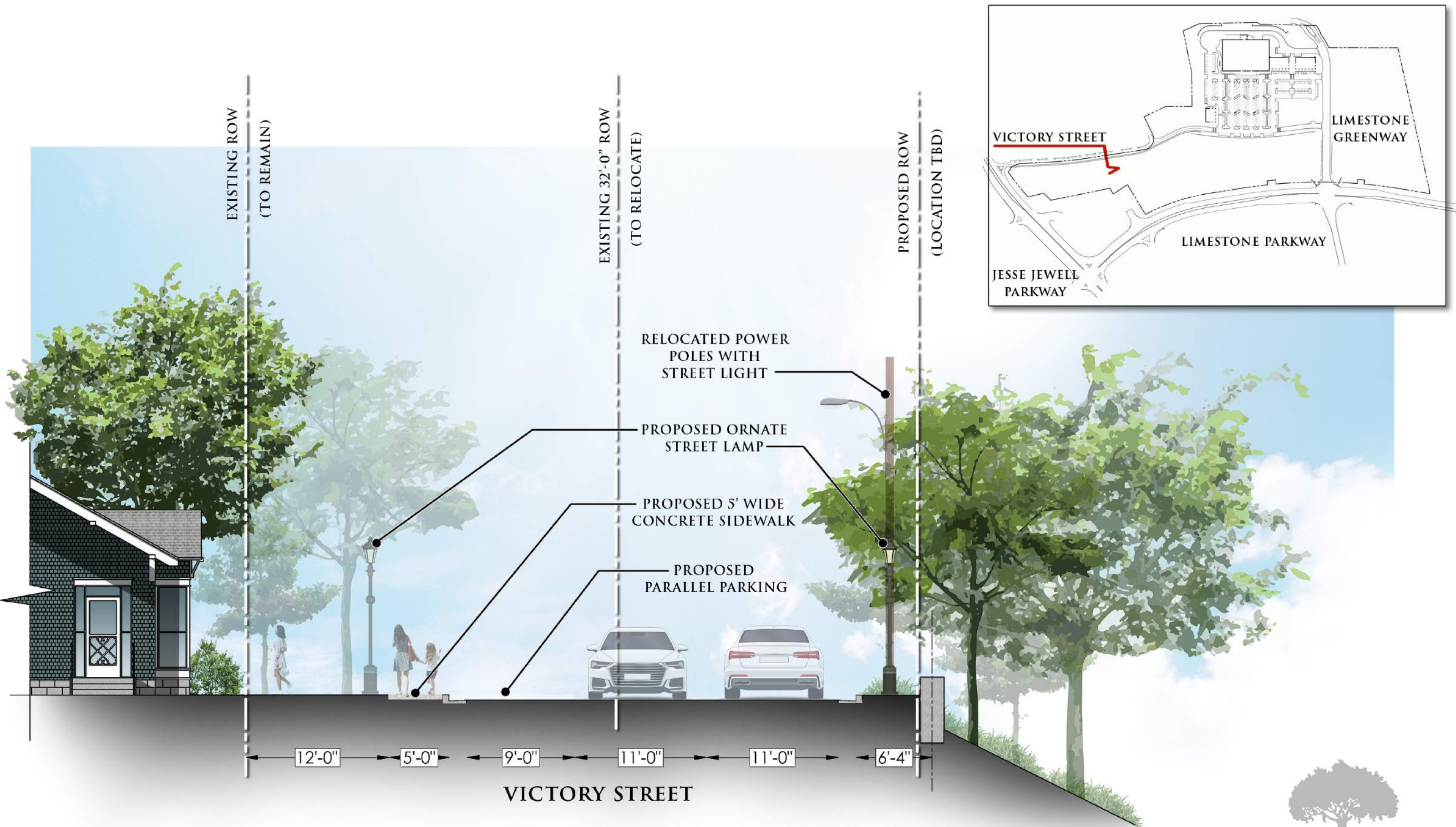
The effective date of this Ordinance shall be the first day of the month following approval by the governing body of the City of Gainesville, Georgia.

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Ordinance was adopted as stated and will be recorded in the official minutes.

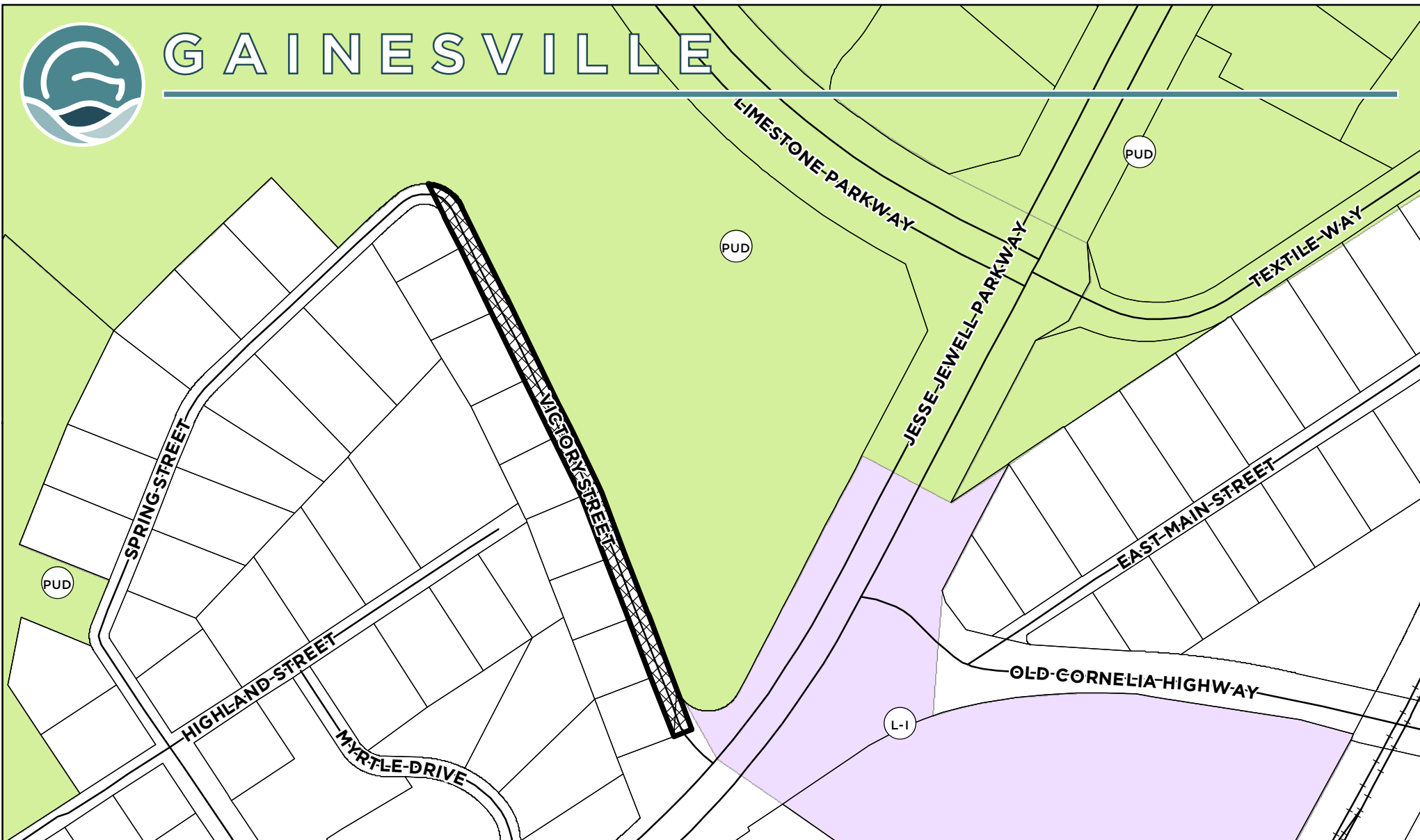
ATTEST:

Denise O. Jordan, City Clerk





GAINESVILLE



Applicant: **CITY OF GAINESVILLE**

ANNEXATION REQUEST

Request:

Annex all of Victory Street ROW (+/- 0.66 AC) with a zoning of Planned Unit Development (P-U-D)

Subject Property Address:

Tax Parcel:



Subject Property



Meeting Date: 07/12/2022

Map Prepared: 06/02/2022

0 100 200 300 400 Feet

SCALE: 1" = 200'



GAINESVILLE



Applicant: **CITY OF GAINESVILLE**

ANNEXATION REQUEST

Request:

Annex all of Victory Street ROW (+/- 0.66 AC) with a zoning of Planned Unit Development (P-U-D)

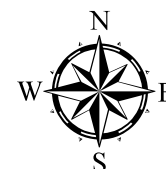
Subject Property Address:

Tax Parcel:



Subject Property

Aerial from 2021



Meeting Date: 07/12/2022

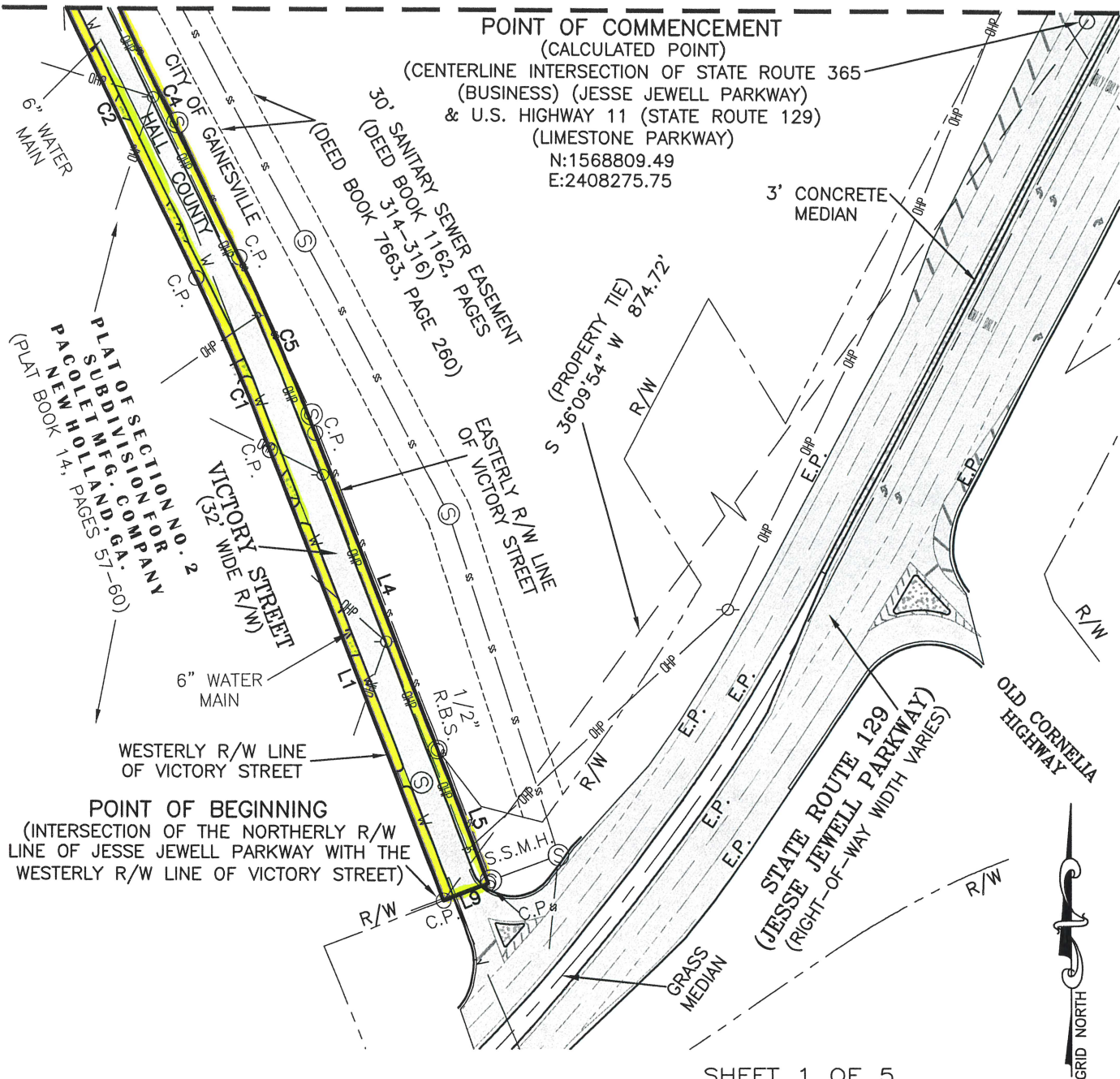
Map Prepared: 06/02/2022

0 100 200 300 400 Feet

SCALE: 1" = 200'

* SEE SHEET 3 FOR LINE &
CURVE TABLE

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



SHEET 1 OF 5



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

LAND SURVEYING FIRM CERTIFICATE OF
AUTHORIZATION NUMBER LSF 001029

SKETCH & LEGAL DESCRIPTION FOR:

CITY OF GAINESVILLE
(VICTORY STREET ANNEXATION)

- LOCATED IN -

LAND LOTS 133
9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA



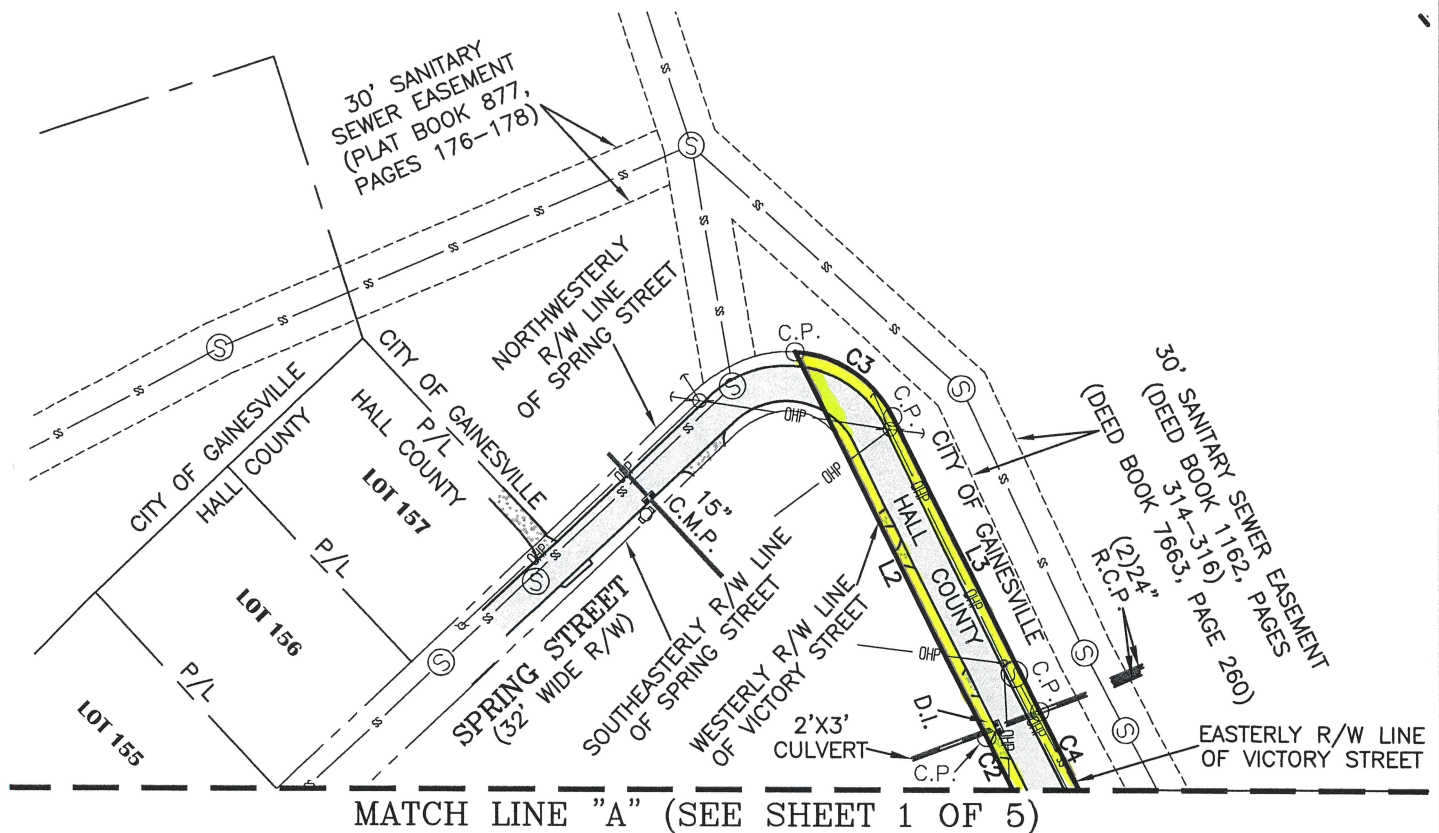
HALL COUNTY SURVEYOR

SCALE:
1" = 100'

DATE:
05/25/2022

21-259.02-VICTORY-STREET.dwg
JN. 21-259

* SEE SHEET 3 FOR LINE &
CURVE TABLE



SHEET 2 OF 5



LAND SURVEYING, LLC
REGISTERED PROFESSIONAL
LAND SURVEYORS
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PHONE: (770) 532-6492
www.pattonsurveying.com

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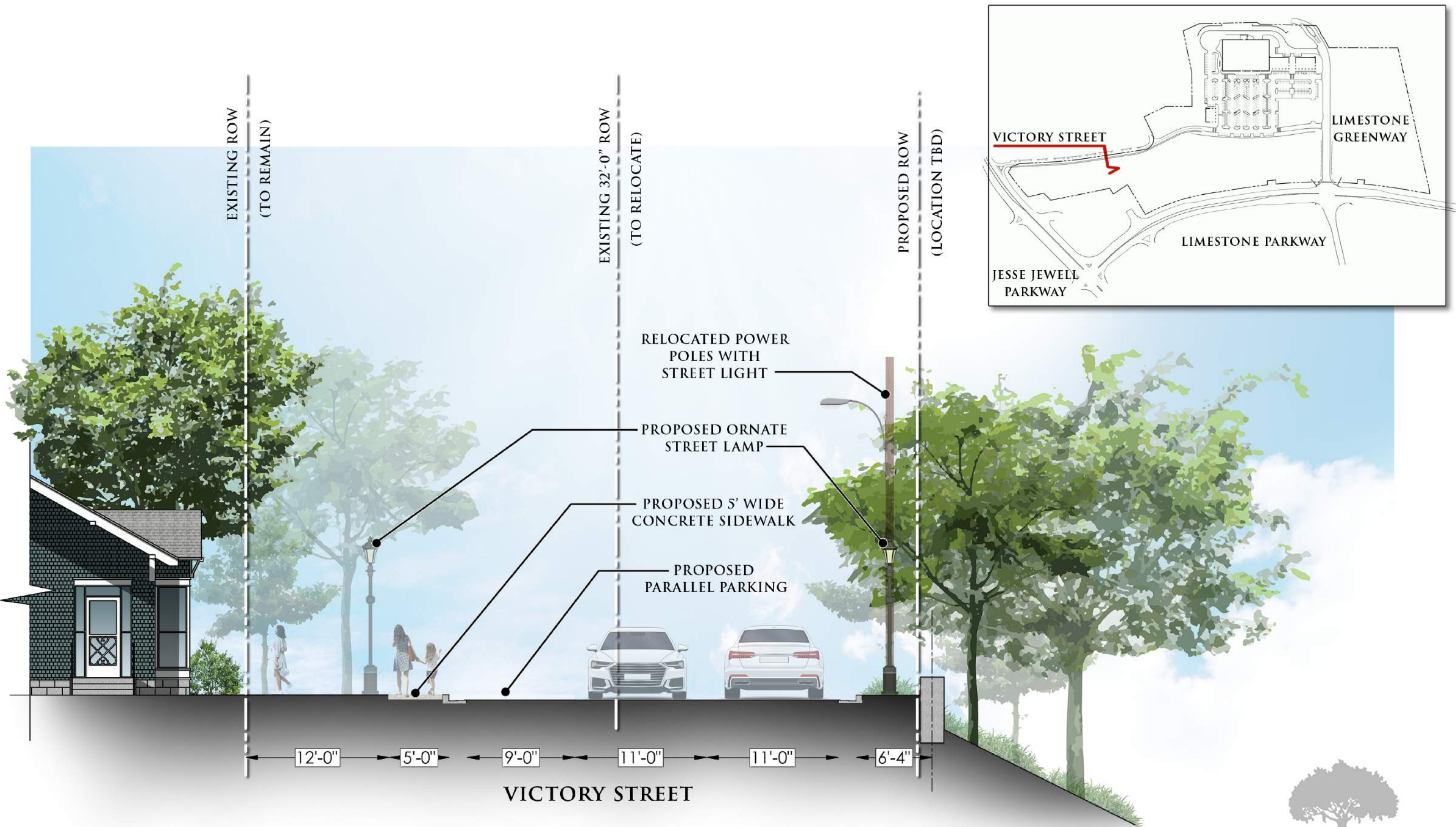


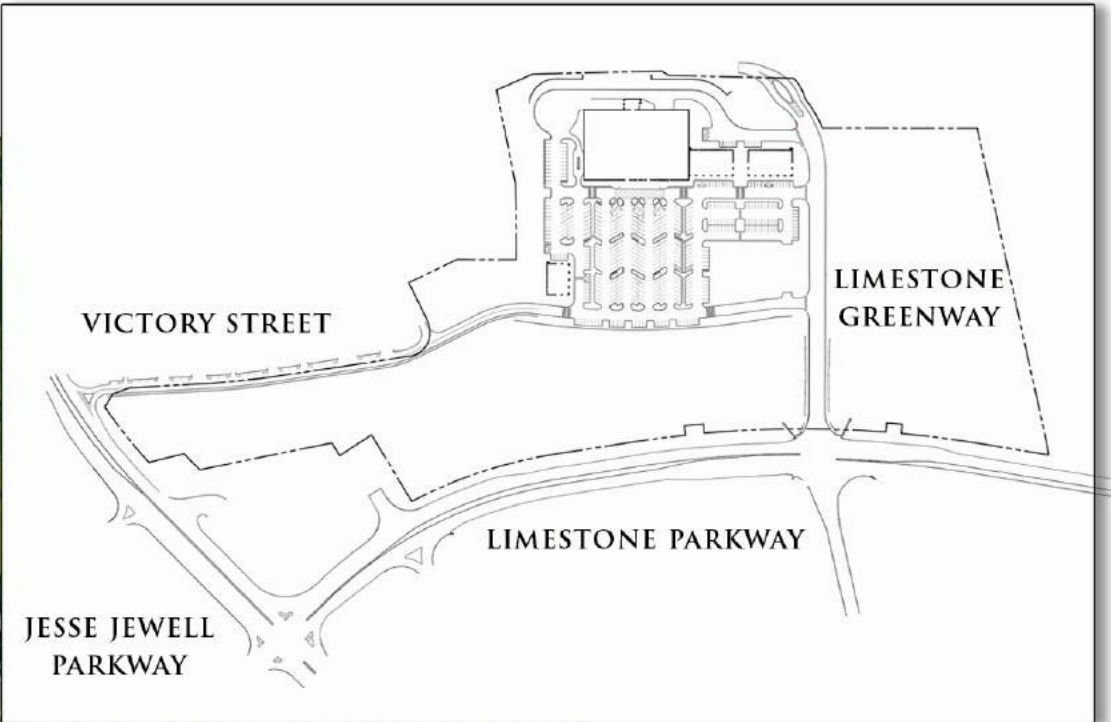
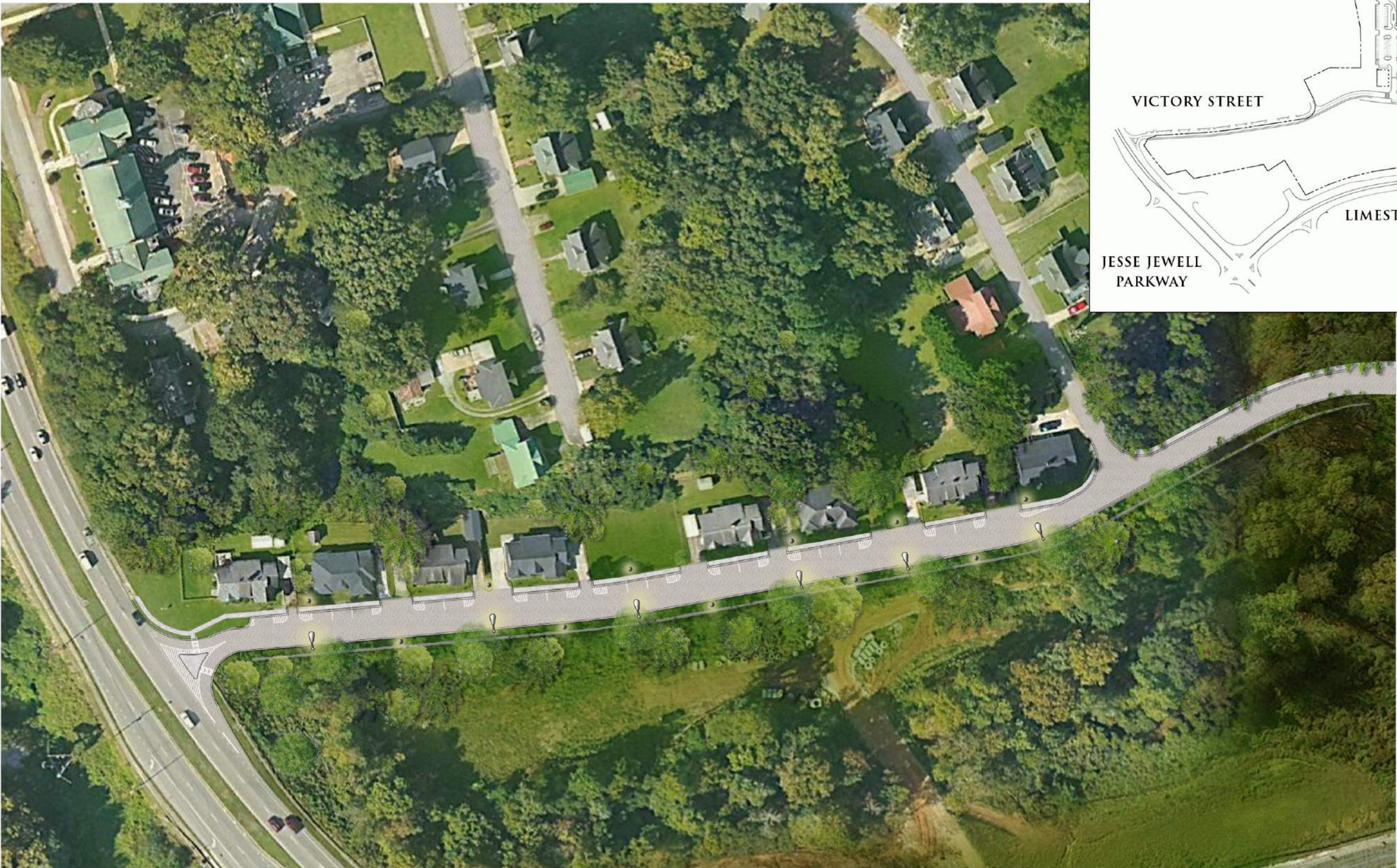
HALL COUNTY SURVEYOR

SCALE:
1" = 100'

DATE:
05/25/2022

21-259.02-VICTORY-STREET.dwg
JN. 21-259





LIMESTONE MARKETPLACE

VICTORY STREET ROADWAY PLAN
GAINESVILLE, GEORGIA
10.07.2022



BRANCH

3340 PEACHTREE RD NE • SUITE 2775 • ATLANTA, GA 30326
404 • 832 • 8900



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: December 13, 2022

Date Submitted: December 13, 2022

Final Approval Date: December 14, 2022

Presenter: Abb Hayes, City Attorney

Item of Business: **Home Rule Ordinance 2022-01 Charter Amendment to Define and Revise Boundary Lines as it Pertains to Mayor and Council Elections**
AN ORDINANCE TO REAPPORTION THE ELECTION DISTRICTS OF THE CITY OF GAINESVILLE, GEORGIA AND AMEND THE CHARTER OF THE CITY OF GAINESVILLE IN ACCORDANCE WITH O.C.G.A. § 36-35-4.1 AND PURSUANT TO O.C.G.A. § 36-35-3, IN ORDER TO DEFINE AND REVISE THE BOUNDARY LINES OF SUCH VOTING DISTRICTS, KNOWN AS WARDS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Meeting Date: December 15, 2022

Purpose of Request:

The purpose of this request is to redefine the boundaries of each ward from which the governing body is elected.

Facts & Issues / History & Background:

The 2020 United States Decennial Census requires the reapportionment of election districts to meet federal and state requirements. This is being addressed via home rule ordinance.

Department Recommendation:

Hold second reading on the ordinance at the December 20, 2022 Council Meeting.

Department Director:

Bryan Lackey

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Legal Ad: Redistricting Amendment 2022.12.2-3 Publication
2. Legal Ad: Redistricting Amendment 2022.12.9-10 Publication
3. Home Rule Ordinance 2022-01
4. Exhibit A Map of Geographical Boundaries

5. Geographical Boundaries Defined
6. Request for Advertisement
7. Cover Letter to Hall County Superior Court
8. Filing Notice with Hall County Superior Court
9. Notice of Adoption to Secretary of State
10. Notice of Adoption to Hall County Superior Court

will consist of furnishing all products and performing all labor necessary for the renovation of the interior and exterior of the Historic Gainesville City Hall building at 117 Jesse Jewell Parkway, SE, Gainesville, GA 30501. The work will include demolition and construction of interior walls, ceilings, floors, and finishes. The Work also includes: plumbing, mechanical, electrical, and casework. Exterior work includes concrete and landscaping demolition, water service and lighting fixture relocation, and marble-veneered ADA compliant entrance ramp construction. Beginning on Monday, December 12, 2022, a copy of the request for proposal can be obtained, via email, from the project manager at cmcgauley@gainesvillega.gov or a hardcopy can be obtained by contacting Chris McGauley at 770-538-2413. A mandatory Pre-Proposal Conference will be held on Thursday, December 15, 2022 at 10:00 a.m. at the City of Gainesville Administration Building, 1st floor conference room ("The Station") at 300 Henry Ward Way, Gainesville, GA 30501. Proposals will be received at the Gainesville Department of Communication and Tourism Office, 300 Henry Ward Way, 1st Floor Front Desk, Gainesville, GA 30501 until 2:00 p.m., local time, Thursday, January 19, 2023. 115100 11/26,12/3,10

Local Government

NOTICE REGARDING AMENDMENT OF GAINESVILLE CHARTER

Notice is given that the governing body of the City of Gainesville will conduct a first reading on December 6, 2022 at 5:30 p.m. at the Municipal Courtroom, 701 Queen City Parkway, Gainesville, Georgia 30501 on an Ordinance to Reapportion the Election Districts of the City of Gainesville, Georgia, and amend the Charter of the City of Gainesville in accordance with O.C.G.A. § 36-35-4.1 and pursuant to O.C.G.A. § 36-35-3. A copy of the proposed Ordinance is on file in the office of the Clerk of the City of Gainesville and in the office of the Clerk of the Superior Court of Hall County for the purpose of examination and inspection by the public. A second and final reading on said Ordinance is scheduled at the regularly scheduled meeting of the Gainesville governing body on December 20, 2022, at 5:30 p.m. at the Municipal Courtroom, 701 Queen City Parkway, Gainesville, Georgia 30501. ASH/krm/11401/274068 115243 12/3, 10, 17

Miscellaneous

REDEMPTION NOTICE

TO ALL OWNER(S), LESSOR(S), LESSEE(S), SECURITY INTEREST HOLDER(S), AND LIENHOLDER(S) OF THE

BELOW DESCRIBED VESSEL

Date first run in county organ or posting at county courthouse: 11/30/2022

To the above styled individuals: You are hereby given notice that the below named individual or company is in possession of your vessel.

The vessel is described as: 1979 Hunter

The certificate number is: GA 9024 NM

The hull identification number is: HUN54504M79J

The vessel was removed from:

The present location of the vessel is: Safe Harbor Aqualand—Self Service Yard

6800 Lights Ferry Rd
Flowery Branch GA 30542

Submitted by: _____
Jeremy Enck as Owner/Operator of Removal or Storage Company

6800 Lights Ferry Rd
Address
Flowery Branch GA 30542
City State Zip

THE ABOVE VESSEL HAS BEEN DEEMED ABANDONED AND IF NOT REDEEMED BY ITS OWNERS OF THOSE HAVING A LEGAL INTEREST, IT WILL BE DISPOSED OF.

THIS ADVERTISEMENT SHALL RUN IN THE COUNTY'S LEGAL ORGAN FOR TWO (2) CONSECUTIVE WEEKS, AND IF NO

PAPER EXISTS, SHALL BE POSTED AT THE COUNTY COURTHOUSE FOR TWO (2) CONSECUTIVE WEEKS. O.C.G.A. § 52-7-71

LAW ENFORCEMENT DIVISION

2070 U.S. Hwy. 278, SE | SOCIAL CIRCLE, GEORGIA 30025

770.918.6408 | FAX 706.557.3041 | WWW.GADNRLE.ORG

114963 11/30, 12/3, 7, 10

REDEMPTION NOTICE

TO ALL OWNER(S), LESSOR(S), LESSEE(S), SECURITY INTEREST HOLDER(S), AND LIENHOLDER(S) OF THE BELOW DESCRIBED VESSEL

Date first run in county organ or posting at county courthouse: 11/30/2022

To the above styled individuals: You are hereby given notice that the below named individual or company is in possession of your vessel.

The vessel is described as: 1984 Bayliner

The certificate number is: GA 6138 JT

The hull identification number is: BL2C03DB0284

The vessel was removed from:

The present location of the vessel is: Safe Harbor Aqualand—Lot 7

6800 Lights Ferry Rd
Flowery Branch GA 30542

Submitted by: _____
Jeremy Enck as Owner/Operator of Removal or Storage Company

6800 Lights Ferry Rd
Address
Flowery Branch GA 30542
City State Zip

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770.918.6408 | FAX 706.557.3041 | WWW.GADNRLE.ORG

114961 11/30, 12/3, 7, 10

Public Sales/Auctions

Key Storage located at 3719 Winder Hwy, Flowery Branch, GA 30542 will hold an online public sale to enforce a lien imposed on said property, as described below, pursuant

to the Georgia Self Storage Facility Act, Georgia Code 10-4-210 to 10-4-215. The auction will be held on website www.storageauctions.com (http://www.storageauctions.com) and will end at 3:00 PM on Monday, December 19, 2022. Management reserves the right to withdraw any unit from sale. Registered or motor vehicles are sold "As Is / Parts Only,"

no titles or registration.

Tenant Name	Unit #
Juan Flores	4047
boxes, totes, dressers, bike	
Mario Davis	5120
FURN BOXES	
Rolando Artega	6128
HHG,FURN,BOXES	
115211 12/3,10	

Pursuant to the Georgia Self-Service Storage Facility Act, notice is hereby given that SS Flowery Branch, LLC d/b/a Simply Self Storage at 6121 Spout Springs Road, Flowery Branch GA 30542 will sell at public auction the personal property in the below-listed occupants' leased unit(s) to satisfy the owner's lien. The personal property stored therein by the following occupants may include but is not limited to general household, office and personal items, furniture, boxes, clothes, and appliances. The unit(s) will be sold at public auction through online auction services of www.storage treasures.com with bids opening at 12/20/22 at 12:00pm and closing on 12/27/22 at 12:00pm. Unit 147 Cody Floria - Furniture, Electronics - Unit 207 Jackie Osorio - Furniture, Electronics, Boxes, Toys - Unit 211 Bobby Nix - Furniture, Mattresses, Electronics - Unit 439 Tonya Cook - Luggage, Boxes - Unit 710 Megan Flowers - Furniture, Mattress, Toys. **114490 12/3, 10**

Area Real Estate Sales

Listings Show Seller, Buyer, Location, Price And Date Of Transaction. Data Provided By Enota Associates Of Gainesville.

Grantor	Grantee	Address	Price	Settle Date
Jerry Roberts	Baldwin Paving Company, Inc.	4203 Roy Parks Rd, Gainesville	\$1,102,400.00	12/17/2021
Garrie Kane	Zillow Homes Property Trust	5563 Newberry Point Dr, Flowery Branch	\$380,692.00	11/24/2021
Opendoor Property Trust I	Andrea Chamberlain Hammond, Edward M	6283 Shoreview Cir, Flowery Branch	\$240,000.00	12/16/2021
Timothy Jones	Rodrigo Granada & Angela M. Zapata	5497 Riverchase Dr, Flowery Branch	\$330,000.00	12/17/2021
Roger Brown	Darren Alexander	3735 Cochran Rd, Gainesville	\$290,000.00	12/28/2021
Delane & Vincent Hopkins, Executors	Jasmine Rattanaxay	2091 Garden Rd, Gainesville	\$220,000.00	12/9/2021
HREIF TRS 01, LLC	CAVI, LLC	3525 Thurmon Tanner Pkwy, Oakwood	\$1,787,000.00	12/20/2021
Pierce Family, L.P.	LeeDann Properties, LLC	1021 Jesse Jewell Pkwy, Gainesville	\$1,440,000.00	12/17/2021
Jerry Roberts	Baldwin Paving Company, Inc.	4147, 4155, 4161 Roy Parks Rd, Gainesville	\$147,600.00	12/17/2021
Stanley Pierce	LeeDann Properties, LLC	632 Dorsey St, Gainesville	\$90,000.00	12/17/2021
Apple Tree, LLC	Devan Sievers	2862 Fran Mar Dr, Gainesville	\$234,900.00	12/10/2021
McKinley Homes US LLC	Hang Sun	3769 Prospect Point Dr, Oakwood	\$241,649.00	12/17/2021
McKinley Homes US LLC	Xuan Tao	3757 Prospect Point Dr, Oakwood	\$218,649.00	12/17/2021
William Whalen, Jr.	Sonia Clayton	6747 Birch Bark Way, Flowery Branch	\$470,000.00	12/6/2021
Alvin Gibson	Sanu Properties LLC	1704 Cleveland Hwy, Gainesville	\$650,000.00	12/16/2021
Michael Massey	Federal Investment Group, LLC	3572 Dorsey Dr, Gainesville	\$650,000.00	12/21/2021
RGM Foothills Properties, LLC	Edwin Cash	6012 Carter St, Lula	\$20,000.00	12/21/2021
Susan Howell	Edwin Roberts	4190 C Rogers Rd, Gainesville	\$39,900.00	12/17/2021
Susan Camille Hayes Howell, Executor	Edwin Roberts	3350 Lanier Cir, Gainesville	\$39,900.00	12/20/2021
The Salvation Army, A Georgia Corporation	Plaza Jalisco, Inc.	603 Atlanta Hwy, Gainesville	\$650,000.00	12/17/2021
Michael Massey	Federal Investment Group, LLC	3580 & 3588 Dorsey Dr, Gainesville	\$75,000.00	12/21/2021
Juan Felix	Hector Rocha	3615 Muskie Ln, Gainesville	\$337,000.00	12/21/2021
Cook Residential, LLC	Nanette & William Joseph Bell, Sr.	8530 Mallard View Way, Lula	\$424,900.00	12/21/2021
Hammond Law, III	Niraj Patel	1133 Springdale Rd, Gainesville	\$604,000.00	12/22/2021
Jerome Wood	SFR XII ATL Owner G, L.P.	5578 Newberry Pt Dr, Flowery Branch	\$351,100.00	12/13/2021
Georgian Acres Properties, LLC	Jason Ellis	5201 Chastain Way, Gainesville	\$397,788.00	12/23/2021
Demarius Oneil Tookes & Simone Jasmine	Bailey Humphrey	5339 Timber Hills Dr, Oakwood	\$261,000.00	12/21/2021
Cook Residential, LLC	Gordon Allen	8715 Hardwood Trl, Lula	\$452,550.00	12/20/2021
Straughan Properties, LLC	Noah & Brandi Burkett	4429 Woodglenn Dr, Gainesville	\$195,000.00	12/20/2021
G-4 Holdings, LLC	Gainesville Independent School, Inc.	1994 Limestone Cir, Gainesville	\$320,000.00	12/17/2021
McKinley Homes US LLC	Qing Yang	3804 Prospect Point Dr, Oakwood	\$247,563.00	12/17/2021
BDL Of Georgia, LLC	Rafael Rojas	4902 Forest Blvd, Gainesville	\$259,900.00	12/21/2021
Jason M. Helton, Administrator	Diana Beth Gottlieb & Jessica Renee Wolf	3931 Green Dr, Gainesville	\$305,000.00	12/21/2021
Pulte Home Company, LLC	Irwin Trau	5620 Willow Springs Pl, Hoschton	\$553,017.00	12/16/2021
Jane Taylor	Kevin Sterner	6625 Holly Springs Rd, Clermont	\$845,000.00	12/21/2021
Cook Residential, LLC	William Drossman	8638 Decoy Ln, Lula	\$437,900.00	12/21/2021
Yogesh Shah	Gloria F. & Gary D. Pobst	4541 Sweetwater Dr, Gainesville	\$374,000.00	12/20/2021
KM Homes, LLC	Ryan Bruzan	319 Hudson Chase Ct, Gainesville	\$480,636.00	12/21/2021
TCP Owner I, LLC	ARC Hawks Nest, LLC	Tumbling Creek Condos, Campus Pointe Cir	\$24,168,000.00	12/16/2021
Eduardo Gonzalez	Sterling Snedigar	3463 Silver Chase Ct, Gainesville	\$357,000.00	12/20/2021
Elbin I. Rodriguez & Cindy Ordonez	Oluwafemi Ekungba	3473 Navigator Ln, Gainesville	\$330,000.00	12/21/2021
Pulte Home Company, LLC	Paul Moulton	5621 Willow Springs Pl, Hoschton	\$629,851.00	12/17/2021
Alen Kalac	Jesse Standridge	6247 Saturn Dr, Flowery Branch	\$355,000.00	12/17/2021
Megan F. & Kyle C. Webb	Elianise Cherisma	6321 Green Oak Rdg, Flowery Branch	\$432,000.00	12/10/2021
Suzanne Terwilliger	Robert Paton	5172 Stately Oaks Dr, Flowery Branch	\$423,000.00	12/17/2021
Nancy Oliver	Isidro Sanchez	3404 Lakeland Rd, Gainesville	\$220,000.00	12/22/2021
Gale Wineinger	Marissa DeVore	5818 Maiden Ln, Lula	\$250,000.00	12/20/2021
Constance East	Anne Rojas	4669 Highland Rd, Gainesville	\$215,500.00	12/22/2021
U.S. Bank National Association, Trustee	Catalina Guillen	4947 Poplar Springs Rd, Gainesville	\$108,500.00	12/21/2021
Natasha Carter	Opendoor Property J LLC	3368 Green Leaf Ln., Gainesville	\$253,900.00	12/17/2021
Archie Gilreath	Walita Wooten	5366 Lawson Robinson Rd, Gainesville	\$18,700.00	12/16/2021
Carlee Harrod	David Chirinos	2519 Terrace Vw, Gainesville	\$213,000.00	12/10/2021
W. W. Roberts Construction, Inc.	Paden Dunagan	Portion Candler Rd, Gainesville	\$108,342.00	12/22/2021
W.W. Roberts Construction Co., Inc.	Paden Dunagan	Candler Rd, Gainesville	\$500,000.00	12/22/2021
Jerry Willard Robinson, Executor	Jerry Robinson	6819 Duncan Rd, Lula	\$247,520.00	12/22/2021
Jimmy F. Clark, Trustee	Leunam Gutierrez	3408 Stancil Rd, Gainesville	\$80,000.00	12/20/2021
Jimmy Clark Enterprises, L.P.	Leunam Gutierrez	3408 Stancil Rd, Gainesville	\$80,000.00	12/20/2021
McKinley Homes US LLC	Xin Tu	3796 Prospect Point Dr, Oakwood	\$243,046.00	12/17/2021
Shari Wintermute	James Broome	3715 Gillsville Hwy, Gillsville	\$215,000.00	12/22/2021
McKinley Homes US LLC	Yue Xu	3753 Prospect Point Dr, Oakwood	\$229,649.00	12/17/2021
Palisade Commons, Inc.	623 Green Street Office, LLC	623 Green St NW, Gainesville	\$550,000.00	12/23/2021
Shari & Barry Glasco	Matthew Jarom	5446 Hidden Harbor Lndg, Gainesville	\$835,000.00	12/17/2021
John Carpenter	The Trustees Of The Carpenter Irrev Trust	5711 Rocky Ridge Run, Gainesville	\$235,900.00	12/22/2021
D.R. Horton, Inc.	Daniel Jimenez	5594 Barberry Ave, Oakwood	\$319,990.00	12/22/2021
Sharon Jones	Paul Getchell	1526 Woodland Ct, Gainesville	\$305,000.00	12/22/2021
Saskia Racke	The Racke Revocable Living Trust	2559 Parker Trl, Gainesville	\$268,000.00	12/23/2021
Lynda Gunter	The Lynda Gunter Irrevocable Trust	6110 Longleaf Dr, Hoschton	\$265,800.00	12/23/2021
Chasen Gaines	Paul Sabin	6243 S Magnolia Ln, Lula	\$6,500.00	12/17/2021
Reynaldo Garza, Sr.	Lorena Ramirez	4420 Belvedere Dr, Gainesville	\$310,000.00	12/23/2021
Steven & Lori A. Thomas	Rene Cantu Jr.	4005 Cadwell Ln, Braselton	\$580,000.00	12/23/2021
Opendoor Property Trust I	MCH SFR Property Owner 1 LLC	4217 Pearhaven Ln, Gainesville	\$382,000.00	12/21/2021
Opendoor Property Trust I	Scott Andrew & Andrea Lynne Jackson	5987 Wellington Ave, Gainesville	\$415,000.00	12/17/2021
Clayton Properties Group, Inc.	Lijian Wang	4442 Silver Oak Dr, Gainesville	\$375,992.00	12/23/2021
Clayton Properties Group, Inc.	Edgar Romero Herrera	4454 Silver Oak Dr, Gainesville	\$377,980.00	12/23/2021
Opendoor Property Trust I	Robert Baron	5989 River Oaks Dr, Flowery Branch	\$368,000.00	12/23/2021
Clayton Properties Group, Inc.	Larry Morillo Borregales	4446 Silver Oak Dr, Gainesville	\$371,880.00	12/23/2021
Randy & Tammy J. Homer	Chandler Holtzclaw	6055 Walden Rd, Murrayville	\$120,000.00	12/21/2021
Equity Trust Company Custodian Fbo Judge	Lisa Stover	1591 Woodland Way, Gainesville	\$355,000.00	12/23/2021
Brian Sengson	Nathaniel Holtzclaw	4708 Saxon Rdg, Flowery Branch	\$595,000.00	12/27/2021
Catherine D. Bodner	Kade Bloom	3689 Tanners Mill Cir, Gainesville	\$300,000.00	12/21/2021
Jose Rivera	Gloria Brooks	2323 Walnut Springs Dr, Gainesville	\$258,000.00	12/27/2021
Michael & Janet Dicarlo	Sean Bearden	6239 Autumn Hill Dr, Gainesville	\$80,500.00	12/20/2021
Stanley Davis & Brenda Sanders	Amy Marsingill	4571 Cash Dr, Flowery Branch	\$295,000.00	12/27/2021
NNP Looper Lake LLC	Vantage Commercial Contractors, LLC	Big Sky Dr, Flowery Branch	\$1,475,000.00	12/20/2021
CSC Enterprises Of Hall County, LLC	Shannon Threlkeld	6015 Mill St, Lula	\$167,000.00	12/27/2021
Brenda Reaume	Ethan Walter	4116 Fieldstone Dr, Gainesville	\$444,900.00	12/27/2021
Melissa Gonzalez	FKH SFR PropCo G, L.P.	6524 Crosscreek Ln, Flowery Branch	\$366,000.00	12/22/2021
Dennis Slater	High River, LLC	6689 Belton Bridge Rd, Lula	\$108,000.00	12/27/2021
Ivy Circle, LLC	William O'Kelly Jr.	7354 Ivy Cir, Murrayville	\$275,000.00	12/20/2021
Pulte Home Company LLC	Judy Foster	6027 Rollingwood Way, Hoschton	\$436,763.00	12/20/2021
The Trust Company Of Tennessee As Trust	Tao Hong	3720 Ronny Way, Gainesville	\$350,000.00	12/27/2021
Opendoor Property Trust I	Matthew Ryan Greenlee	2916 Glen Haven Dr, Gainesville	\$280,000.00	12/23/2021
Michael Prescott	Timothy Maiserouille	5508 Clarks Bridge Rd, Clermont	\$567,500.00	12/17/2021
Rosa Rodriguez	Maria Serrato Diaz	554 Mulberry Ln, Gainesville	\$215,000.00	12/20/2021
Norvin I & Leslie S. Ona	Samuel Bethune	4127 Gentle Breeze Way, Braselton	\$202,000.00	12/17/2021
Tavria Arts Foundation, Inc.	Steven Cape	7000 Shoal Creek Rd, Clermont	\$88,200.00	12/28/2021
Cooley Real Estate, LLC	Rual Garcia	3050 Red Rose Ln, Gainesville	\$250,000.00	12/16/2021
Kathi Davis Hightower	Rose Paugh	4923 Timber Ridge Rd, Gainesville	\$205,000.00	12/23/2021
Almont Homes NE Inc	Jose Cantu	5990 Park Bay Ct, Flowery Branch	\$365,200.00	12/24/2021
Almont Homes NE Inc	David Magwenjere	6012 Park Bay Ct, Flowery Branch	\$365,000.00	12/23/2021

Pre-Proposal Conference will be held on Thursday, December 15, 2022 at 10:00 a.m. at the City of Gainesville Administration Building, 1st floor conference room ("The Station") at 300 Henry Ward Way, Gainesville, GA 30501. Proposals will be received at the Gainesville Department of Communication and Tourism Office, 300 Henry Ward Way, 1st Floor Front Desk, Gainesville, GA 30501 until 2:00 p.m., local time, Thursday, January 19, 2023.
115100 11/26,12/3,10

Local Government

NOTICE REGARDING AMENDMENT OF GAINESVILLE CHARTER

Notice is given that the governing body of the City of Gainesville will conduct a first reading on December 6, 2022 at 5:30 p.m. at the Municipal Courtroom, 701 Queen City Parkway, Gainesville, Georgia 30501 on an Ordinance to Reapportion the Election Districts of the City of Gainesville, Georgia, and amend the Charter of the City of Gainesville in accordance with O.C.G.A. § 36-35-4.1 and pursuant to O.C.G.A. § 36-35-3. A copy of the proposed Ordinance is on file in the office of the Clerk of the City of Gainesville and in the office of the Clerk of the Superior Court of Hall County for the purpose of examination and inspection by the public. A second and final reading on said Ordinance is scheduled at the regularly scheduled meeting of

the Gainesville governing body on December 20, 2022, at 5:30 p.m. at the Municipal Courtroom, 701 Queen City Parkway, Gainesville, Georgia 30501. ASH/krm/11401/274068 115243 12/3, 10, 17



NEW SEX OFFENDER TO HALL COUNTY
NAME: William Levi Thompson
ADDRESS: 1260 Candler Rd (Homeless) Gainesville GA 30507
DATE OF OFFENSE: 06/29/2017
OFFENSE: Sexual Exploitation of Children/Criminal Solicitation/ Electronically Furnishing Obscene Material
COURT OF CONVICTION: Dawson County
WEBSITE: https://gbi.georgia.gov/georgia-sex-offender-registry 115629 12/10

REDEMPTION NOTICE
TO ALL OWNER(S), LESSOR(S), LESSEE(S), SECURITY INTEREST HOLDER(S), AND LIENHOLDER(S) OF THE BELOW DESCRIBED VESSEL

Date first run in county organ or posting at county courthouse: 11/30/2022

To the above styled individuals: You are hereby given notice that the below named individual or company is in possession of your vessel.

The vessel is described as: 1979 Hunter

The certificate number is: GA 9024 NM
The hull identification number is: HUN54504M79J
The vessel was removed from:

The present location of the vessel is: Safe Harbor Aqualand—Self Service Yard
6800 Lights Ferry Rd Flowery Branch GA 30542

Submitted by: Jeremy Enck
as Owner/Operator of Removal or Storage Company

6800 Lights Ferry Rd Address
Flowery Branch GA 30542
City State Zip

THE ABOVE VESSEL HAS BEEN DEEMED ABANDONED AND IF NOT REDEEMED BY ITS OWNERS OF THOSE HAVING A LEGAL INTEREST, IT WILL BE DISPOSED OF.

THIS ADVERTISEMENT SHALL RUN IN THE COUNTY'S LEGAL ORGAN FORTWO (2) CONSECUTIVE WEEKS, AND IF NO PAPER EXISTS, SHALL BE POSTED AT THE COUNTY COURTHOUSE FOR TWO (2) CONSECUTIVE WEEKS.

O.C.G.A. § 52-7-71

LAW ENFORCEMENT DIVISION
2070 U.S. Hwy. 278, SE | SOCIAL CIRCLE, GEORGIA 30025
770.918.6408| FAX 706.557.3041 | WWW.GADNRLE.ORG
114963 11/30, 12/3, 7, 10

REDEMPTION NOTICE
TO ALL OWNER(S), LESSOR(S), LESSEE(S), SECURITY INTEREST HOLDER(S), AND LIENHOLDER(S) OF THE BELOW DESCRIBED VESSEL
Date first run in county organ or posting at county courthouse: 11/30/2022

To the above styled individuals: You are hereby given notice that the below named individual or company is in possession of your vessel.
The vessel is described as: 1984 Bayliner
The certificate number is: GA 6138 JT

The hull identification number is: BL2C03DB0284
The vessel was removed from:
The present location of the vessel is: Safe Harbor Aqualand—Lot 7
6800 Lights Ferry Rd Flowery Branch GA 30542

Submitted by: Jeremy Enck
as Owner/Operator of Removal or Storage Company
6800 Lights Ferry Rd Address
Flowery Branch GA 30542
City State Zip
THE ABOVE VESSEL HAS BEEN DEEMED ABANDONED AND IF NOT

REDEEMED BY ITS OWNERS OF THOSE HAVING A LEGAL INTEREST, IT WILL BE DISPOSED OF.
THIS ADVERTISEMENT SHALL RUN IN THE COUNTY'S LEGAL ORGAN FORTWO (2) CONSECUTIVE WEEKS, AND IF NO PAPER EXISTS, SHALL BE POSTED AT THE COUNTY COURTHOUSE FOR TWO (2) CONSECUTIVE WEEKS.
O.C.G.A. § 52-7-71
LAW ENFORCEMENT DIVISION
2070 U.S. Hwy. 278, SE | SOCIAL CIRCLE, GEORGIA 30025
770.918.6408| FAX 706.557.3041 | WWW.GADNRLE.ORG
114961 11/30, 12/3, 7, 10

Public Sales/Auctions

Key Storage located at 3719 Winder Hwy, Flowery Branch, GA 30542 will hold an online public sale to enforce a lien imposed on said property, as described below, pursuant

to the Georgia Self Storage Facility Act, Georgia Code 10-4-210 to 10-4-215. The auction will be held on website www.storageauctions.com (http://www.storageauctions.com) and will end at 3:00 PM on Monday, December 19, 2022. Management reserves the right to withdraw any unit from sale. Registered or motor vehicles are sold "As Is / Parts Only," no titles or registration.

Tenant Name Unit #
Stored Items
Juan Flores 4047
boxes, totes, dressers, bike

Mario Davis 5120
FURN BOXES
Rolando Arteaga 6128
HHG,FURN,BOXES
115211 12/3,10

Pursuant to the Georgia Self-Service Storage Facility Act, notice is hereby given that SS Flowery Branch, LLC d/b/a Simply Self Storage at 6121 Spout Springs Road, Flowery Branch GA 30542 will sell at public auction the personal property in the below-listed occupants' leased unit(s) to satisfy the owner's lien. The personal property stored therein by the following occupants may include but is not limited to general household, office and personal items, furniture, boxes, clothes, and appliances. The unit(s) will be sold at public auction through online auction services of www.storage treasures.com with bids opening at 12/20/22 at 12:00pm and closing on 12/27/22 at 12:00pm. Unit 147 Cody Floria - Furniture, Electronics - Unit 207 Jackie Osorio - Furniture, Electronics, Boxes, Toys - Unit 211 Bobby Nix - Furniture, Mattresses, Electronics - Unit 439 Tonya Cook - Luggage, Boxes - Unit 710 Megan Flowers - Furniture, Mattress, Toys. 114490 12/3, 10

Area Real Estate Sales

Listings Show Seller, Buyer, Location, Price And Date Of Transaction. Data Provided By Enota Associates Of Gainesville.

Grantor	Grantee	Address	Price	Settle Date
Carol Parks	Glenn Eernisse	2733 Limestone Creek Dr, Gainesville	\$443,500.00	12/28/2021
William Andrew, Jr.	Shelley Andrew	3206 Springdale Forest Cir, Gainesville	\$286,500.00	12/23/2021
Kubota North America Corporation	Gainesville and Hall County Development Corp	5855 Whitehall Rd, Gainesville	\$9,500,000.00	10/1/2021
Clayton Properties Group, Inc	Isabel Mansfield	7043 Lancaster Crossing, Flowery Branch	\$418,987.00	12/16/2021
Gholam Asady	Steven Sapp	6435 Grand Marina Cir, Gainesville	\$465,500.00	12/28/2021
Clayton Properties Group, Inc	Qi Ma	7020 Lancaster Crossing, Flowery Branch	\$417,546.00	12/13/2021
Susan Hayes Howell	Cecil Crenshaw	4169 C. Rogers Rd, Gainesville	\$75,000.00	12/20/2021
Maria Gutierrez	Virginia Turcios	1335 Richard Ave, Gainesville	\$147,500.00	12/17/2021
Matthew Henderson	Kevin Rodriguez	5231 Birch Ct, Oakwood	\$260,000.00	12/21/2021
Viet Tran	Eric Lopez	2748 Inglewood Dr, Gainesville	\$45,000.00	12/23/2021
Richard Campbell & Derheta Davis-Campbell	Brandon Wilhelm	3632 Eleanors Trce, Gainesville	\$535,000.00	12/28/2021
Judy Satterfield	Bourdua REI, LLC	4059 Whiporwill Rd, Gillsville	\$77,000.00	12/28/2021
CVS 75165 Ga, L.L.C.	Braselton 211 Venture, LLC	Old Winder Hwy, Braselton	\$991,250.00	12/28/2021
Amy Absher	Invest NH, LLC	7348 Lula Rd, Lula	\$140,000.00	12/17/2021
Wendell & Deloris A. Bagwell	Richard Campbell	5649 High Harbor Ct, Gainesville	\$460,000.00	12/28/2021
James Smith	YOUR R.E.S 2 LLC	3727 Pleasant Hill Dr, Gainesville	\$150,000.00	12/20/2021
MB Endeavors, LLC	Gerardo Hernandez Perez	3671 Acorn Dr, Oakwood	\$275,900.00	12/17/2021
MB Endeavors, LLC	Shaveta Jain	3651 Acorn Dr, Oakwood	\$237,900.00	12/15/2021
Black Family Enterprises LP	Ken Clark	5547 Steve Black Rd, Clermont	\$150,000.00	12/28/2021
Chris Clayton	Marcos Ramirez	6823 Duncan Rd, Lula	\$12,000.00	12/28/2021
Black Family Enterprises LP	Mark Dooly	5501 Steve Black Rd, Clermont	\$103,200.00	12/28/2021
Black Family Enterprises LP	Joyce Clark	5571 Steve Black Rd, Clermont	\$220,000.00	12/28/2021
Michael Pekrul	Sara Pekrul	6467 Flowery Way, Flowery Branch	\$320,000.00	12/29/2021
Ron Daniell	Hailton Oliveira	6126 Deep Water Cove, Gainesville	\$170,000.00	12/30/2021
Jo Carter	Alvin Gibson	1333 Riverside Dr, Gainesville	\$250,000.00	12/29/2021
Colton Smith	Luis Salgado Fitz	6106 River Run Cir, Gainesville	\$250,000.00	12/29/2021
Larry James Bearden, Trustee	PGMC Properties, LLC	323 Cronic Dr, Gainesville	\$140,000.00	12/29/2021
Hong Van & Thu-Ha Tran Dinh	Francis Ogbaji	5243 Hog Mountain Rd, Flowery Branch	\$225,000.00	11/18/2021
Michelle Mobley	Nicolas Anderson	4343 Highland Gate Pkwy, Gainesville	\$350,000.00	12/29/2021
Half Glass Full, LLC	Miguel Ferrer	4714 Thunder River Dr, Gainesville	\$30,000.00	4/9/2021
Manuel Ramirez	Alma Flores	2565 Paul Dr, Gainesville	\$100,000.00	4/23/2021
Ruiz Hernandez, Candido	Jose Sandoval	3805 Coker Rd, Gainesville	\$4,000.00	6/16/2021
Robert Shoemaker, Jr.	Shoemaker Investment Properties, LLC	4060 Sutton Rd, Gainesville	\$122,940.00	9/10/2021
Robert Shoemaker, Jr.	Shoemaker Investment Properties, LLC	4545 Seminole Dr, Gainesville	\$213,600.00	9/10/2021
NC-GARNER WHITE OP-THEATER-QRX, LLC	TABKA, LLC	4706 Hog Mountain Rd, Flowery Branch	\$1,998,800.00	10/12/2021
Daniela Klein-Arndt	Alexander Klein-Arndt	6167 Stillwater Pl, Flowery Branch	\$175,000.00	10/6/2021
Eddie Miller	Connie Miller	2596 Dana Dr, Gainesville	\$299,450.00	10/8/2021
Strata Townecreek, LLC	Sreit Towne Creek, L.L.C	700 NW Washington St, Gainesville	\$27,410,000.00	11/9/2021
Lennar Georgia, LLC	CRP/RW Bell Drive Owner, LLC	6401 McEver Rd, Flowery Branch	\$704,753.00	11/12/2021
Eastwood Homes of Georgia, LLC	Rachael Stepowany	5454 Summer Pine Pl, Buford	\$725,900.00	11/17/2021
D.R. Horton, Inc.	Erda Luo	5964 Screech Owl Dr, Flowery Branch	\$359,990.00	11/22/2021
Lennar Georgia, LLC	Teresa Leach	5078 Watchmans Cv, Gainesville	\$439,600.00	11/23/2021
Lennar Georgia, LLC	Brenda Bonds	5106 Watchmans Cv, Gainesville	\$401,630.00	11/24/2021
Lennar Georgia, LLC	CRP/RW Bell Drive Owner, LLC	6401 McEver Rd, Flowery Branch	\$2,096,405.00	11/30/2021
Lennar Georgia, LLC	Christopher Brathwaite	5091 Watchmans Cv, Gainesville	\$434,245.00	11/29/2021
Inc. Salesforce	Shaun Lockhart	5575 Point West Dr, Oakwood	\$945,000.00	12/8/2021
Open House Atlanta Realty & Investments	Toruta Co., Ltd.	3335 Lake Seminole Pl, Buford	\$486,000.00	12/22/2021
Ray, Jr., Lionel	BAF 3, LLC	4118 Box Elder Path, Gainesville	\$315,000.00	12/9/2021
D.R. Horton, Inc.	Harjinder Singh	6891 Scarlet Oak Way, Flowery Branch	\$386,485.00	12/9/2021
Christopher D & Felicia S Barrette	Edward Zmorzynski	2828 Windrush Dr, Buford	\$578,500.00	12/9/2021
Briana Gee	Mitchell Gee	4014 Avalon Pl, Flowery Branch	\$89,400.00	11/23/2021
Rachel Williams	Susan Hodgson	6148 Longleaf Dr, Hoschton	\$285,000.00	12/10/2021
Estate of Gene Edward Childers	Troy King	4925 Fox Run Rd, Gainesville	\$137,000.00	11/30/2021
Chas Allison	Valery Shekhtman	5987 Shadburn Ferry Rd, Buford	\$850,000.00	12/14/2021
Eastwood Homes of Georgia, LLC	Mark Planey	6821 Benjamin Dr, Flowery Branch	\$424,880.00	12/14/2021
Weekley Homes, LLC	Reggy Tjoe	6824 Bungalow Rd, Flowery Branch	\$633,066.00	12/17/2021
Guanghong Zeng	TLE Investments LLC	4757 Beacon Ridge Ln, Flowery Branch	\$150,000.00	12/20/2021
P. Fred Kelly, individually & Executor	Yevgeniy Lasey	5234 Union Church Rd, Flowery Branch	\$550,000.00	12/16/2021
Clayton Properties Group, Inc.	Xian Lin	4425 Silver Oak Dr, Gainesville	\$361,618.00	12/17/2021
Annie Beatrice Cobb, Administrator	Roman Davidenko	1000 Regency Park Dr, Braselton	\$315,000.00	12/14/2021
Mimi's Cottage at Lanier, LLC	Vernon Spellman, Sr.	5822 N Cove Rd, Gainesville	\$775,000.00	12/16/2021
Wells Fargo Bank, N.A.	Race St. Partners, LLC	511 Race Street, Gainesville	\$300,000.00	12/29/2021
Trai Nguyen & Tracy Diep	Austin Lewis	6699 Lookout Ct, Lula	\$224,000.00	12/13/2021
Stacie & Company, LLC	Spes Et Fides, LLC	3217, 3261 Gillsville Hwy/3534 Suggs	\$310,000.00	12/1/2021
McKinley Homes US, LLC	Qing Yang	3792 Prospect Point Dr, Oakwood	\$253,113.00	12/17/2021
Blueberry Investments, inc.	Rasperry Investments, Inc.	5453 Dalton Ct, Gainesville	\$135,000.00	12/27/2021
Michael Dalton	Blueberry Investments, Inc.	5454 Dalton Ct, Gainesville	\$145,000.00	12/27/2021
McKinley Homes US, LLC	Yahui Liu	3765 Prospect Point Dr, Oakwood	\$231,299.00	12/20/2021
McKinley Homes US, LLC	Yahui Liu	3761 Prospect Point Dr, Oakwood	\$226,183.00	12/20/2021
James Bullard	David S. & Karen B. Channell	3538 Cameron Drive, Gainesville	\$25,000.00	12/22/2021
Fountainhead Residential Development, LLC	Scott Puckett, Inc.	2565 Cork St, Hoschton	\$267,500.00	12/14/2021
PROJECT PROMISE ATLANTA, LLC	Promise Homes Borrower I, LLC	2563 Lenox Dr, Gainesville	\$165,144.00	12/23/2021
North Georgia Roll-off Containers, LLC	Jacob Wiley	105 Cleveland Hwy, Clermont	\$234,200.00	12/15/2021
Laquita Dooley	Melody Orr	1075 Longview Dr, Gainesville	\$300,000.00	1/5/2022
Aaron Aliaga	Hartland, LLC	1179 Riverside Ter, Gainesville	\$190,000.00	1/4/2022
D.R. Horton, Inc.	Amanda Millsap	5955 Screech Owl Dr, Flowery Branch	\$368,990.00	12/21/2021
D.R. Horton, Inc.	Tracey Efanayi	5967 Screech Owl Dr, Flowery Branch	\$364,990.00	12/21/2021
D.R. Horton, Inc.	Josmen Mendoza Palomino	5971 Screech Owl Dr, Flowery Branch	\$362,990.00	12/21/2021
The Estate of Robert Franklin Kibler Sr.	Chas Allison	6570 & 6567 Bermuda Ln, Flowery Branch	\$916,000.00	12/27/2021
D.R. Horton, Inc.	Jennifer Druse	7036 Blackbird Ct, Flowery Branch	\$373,485.00	12/14/2021
D.R. Horton, Inc.	Rahim Ekangaki	5598 Barbbery Ave, Oakwood	\$325,990.00	12/23/2021
McKinley Homes US, LLC	Elaine Lu	3808 Prospect Point Dr, Oakwood	\$242,510.00	12/20/2021
Stephen Albigese	Celia Eppinger	6206 Saddlehorse Dr, Flowery Branch	\$435,000.00	12/8/2021
D.R. Horton, Inc.	Andrea Sebastian	7004 Flagstone Way, Flowery Branch	\$498,322.00	12/22/2021
D.R. Horton, Inc.	Carlos Vasquez Perez	5818 Turnstone Trl, Flowery Branch	\$325,990.00	12/22/2021
John Little	Victor Warren Properties, Inc.	5735 Garden Walk, Flowery Branch	\$225,000.00	12/28/2021
TOJO Properties LLC	M-H Property Enterprises LLC	2970 Old, Oakwood Rd, Gainesville	\$3,050,000.00	12/28/2021
Executive Excellence, LLC	Falcon Parkway Industrial 2021 LLC	3920 Falcon Pkwy, Flowery Branch	\$2,041,000.00	12/29/2021
Carrie Swigart	Wendy Saucedo	4275 Riviere Pt, Gainesville	\$325,000.00	12/20/2021
Carl Allen	Mary Lacher	8012 Beachwood Dr, Gainesville	\$550,000.00	12/28/2021
Scott Kline	Ronald Hulsey, II	4644 Manor Dr, Gainesville	\$1,175,500.00	12/30/2021
McKinley Homes US, LLC	Li Zhu	3800 Prospect Point Dr, Oakwood	\$244,510.00	12/15/2021
Tuscany Design & Build, LLC	Clement Herghellegiu	3756, Oakwood Hills Dr, Oakwood	\$160,000.00	12/28/2021
the Estate of Robert Franklin Kibler Sr.	Chas Allison	6570 & 6567 Bermuda Ln, Flowery Branch	\$916,000.00	12/27/2021
Estate of Clara Mae Mann	Diane Crawford	6495 McEver Rd, Flowery Branch	\$354,200.00	12/22/2021
David E. Lancaster, Admni.	Gregory Bourrie	4080 Muddy River Ln, Buford	\$435,000.00	12/22/2021
William Thigpen	Adam Koziatek	4802 Union Church Rd, Flowery Branch	\$715,000.00	12/28/2021
Loraine Hillard	Zachary Haas	5634 Ashmoore Ct, Flowery Branch	\$340,000.00	12/22/2021
PPHII FM Borrower, LLC	Promise Homes Borrower I, LLC	3285 Thousand Oaks Dr, Gainesville	\$137,932.00	12/23/2021

Published: 12/02/2022
First Reading: 12/06/2022
Published: 12/09/2022
Published: _____
Passed: _____

HOME RULE ORDINANCE 2022-01

AN ORDINANCE TO REAPPORTION THE ELECTION DISTRICTS OF THE CITY OF GAINESVILLE, GEORGIA AND AMEND THE CHARTER OF THE CITY OF GAINESVILLE IN ACCORDANCE WITH O.C.G.A. § 36-35-4.1 AND PURSUANT TO O.C.G.A. § 36-35-3, IN ORDER TO DEFINE AND REVISE THE BOUNDARY LINES OF SUCH VOTING DISTRICTS, KNOWN AS WARDS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Gainesville, Georgia, pursuant to its Charter as adopted and amended, by the General Assembly of the State of Georgia at Ga. Laws 2012, Act 475, p. 4870; as amended by Ga. Laws 2018, HR-2018-1, p. 4322; and Ga. Laws 2019, Act 170, p. 3914 is divided for the purposes of election into five different voting districts, or Wards, being Ward No. 1, Ward No. 2, Ward No. 3, Ward No. 4, and Ward No. 5; and,

WHEREAS, O.C.G.A. § 36-35-4.1 authorizes the City of Gainesville to amend the Charter to reapportion the election districts from which members of the Gainesville City Council are elected following publication of any United States decennial census; and,

WHEREAS, the United States Decennial Census of 2020 has been received by the City of Gainesville, and has been reviewed, and warrants and requires the reapportionment of the election districts of the City of Gainesville to meet the requirements of federal and state law; and,

WHEREAS, it is in the best interests of the citizens of Gainesville that the districts be reapportioned and the Charter amended; and,

WHEREAS, O.C.G.A. § 36-35-4.1 authorizes such reapportionment pursuant to the provisions of § 36-35-3; and,

WHEREAS, the governing body of Gainesville, Georgia does desire to adopt this Ordinance in order to amend its Charter to reapportion such districts in compliance with the laws of the State of Georgia and the United States of America;

IT IS HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE:

SECTION I. RECITALS

All of the foregoing recitals of this Ordinance are incorporated herein by reference thereto and made a part of this Ordinance.

SECTION II. REAPPORTIONMENT OF ELECTION DISTRICTS

(a) The governing body of Gainesville, Georgia, does hereby amend the Charter and reapportion and divide the limits of the City of Gainesville into five voting districts or wards, to be designated Ward 1, Ward 2, Ward 3, Ward 4, and Ward 5, and the district boundaries of each Ward shall be and correspond to those five numbered districts described in and attached to and made a part of this Ordinance and further identified as City of Gainesville Proposed City Council and School Board, a copy of which plan is attached hereto as Exhibit A and hereby made a part hereof.

(b) When used in such attachment or in this Ordinance, the terms "Tract" and "BG" (Block Group) shall mean and describe the same geographical boundaries as provided in the report of the Bureau of the Census for the United States Decennial Census of 2020 for the State of Georgia. The separate numeric designations in a Tract description which are underneath a "BG" heading shall mean and describe individual Blocks within a Block Group as provided in the report of the Bureau of the Census for the United States Decennial Census of 2020 for the State of Georgia. Any part of the City of Gainesville which is not included in any such district described in the attachment shall be included within that district contiguous to such part which contains the least population according to the United States Decennial Census of 2020 for the State of Georgia. Any part of the City of Gainesville which is described in that attachment as being in a particular district shall nevertheless not be included within such district if such part is not contiguous to such district. Such non-contiguous part shall instead be included within that district contiguous to such part which contains the least population according to the United States Decennial Census of 2020 for the State of Georgia.

SECTION III. CERTIFICATION BY THE CLERK

Further, the governing body of the City hereby authorizes and directs the City Clerk of Gainesville, Georgia, to certify this Ordinance and its attachments, and have a certified copy of this Ordinance and its attachments filed with the required and appropriate departments or offices of the State of Georgia or the United States of America.

SECTION IV. EFFECTIVE DATE

This Ordinance is effective upon final passage.

SECTION V. REPEAL

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SO ORDAINED this ____ day of _____, 2022.

CITY OF GAINESVILLE GOVERNING BODY

By: _____
W. Samuel Couvillon, Mayor

Barbara B. Brooks, Council Member

Zack Thompson, Council Member

Juli Clay, Council Member

C. Danny Dunagan, Jr., Council Member

George Wangemann, Council Member

Attest:

Denise O. Jordan, City Clerk

CLERK'S CERTIFICATION

I, Denise O. Jordan, City Clerk of the City of Gainesville, Georgia, and pursuant to the direction and authorization of the governing body of the City of Gainesville, Georgia, hereby certifies that this copy of this Ordinance and all attachments to said Ordinance, is true, correct and accurate.

Denise O. Jordan, City Clerk
City of Gainesville, Georgia

[AFFIX MUNICIPAL SEAL]

Signed, sealed and delivered
in the presence of:

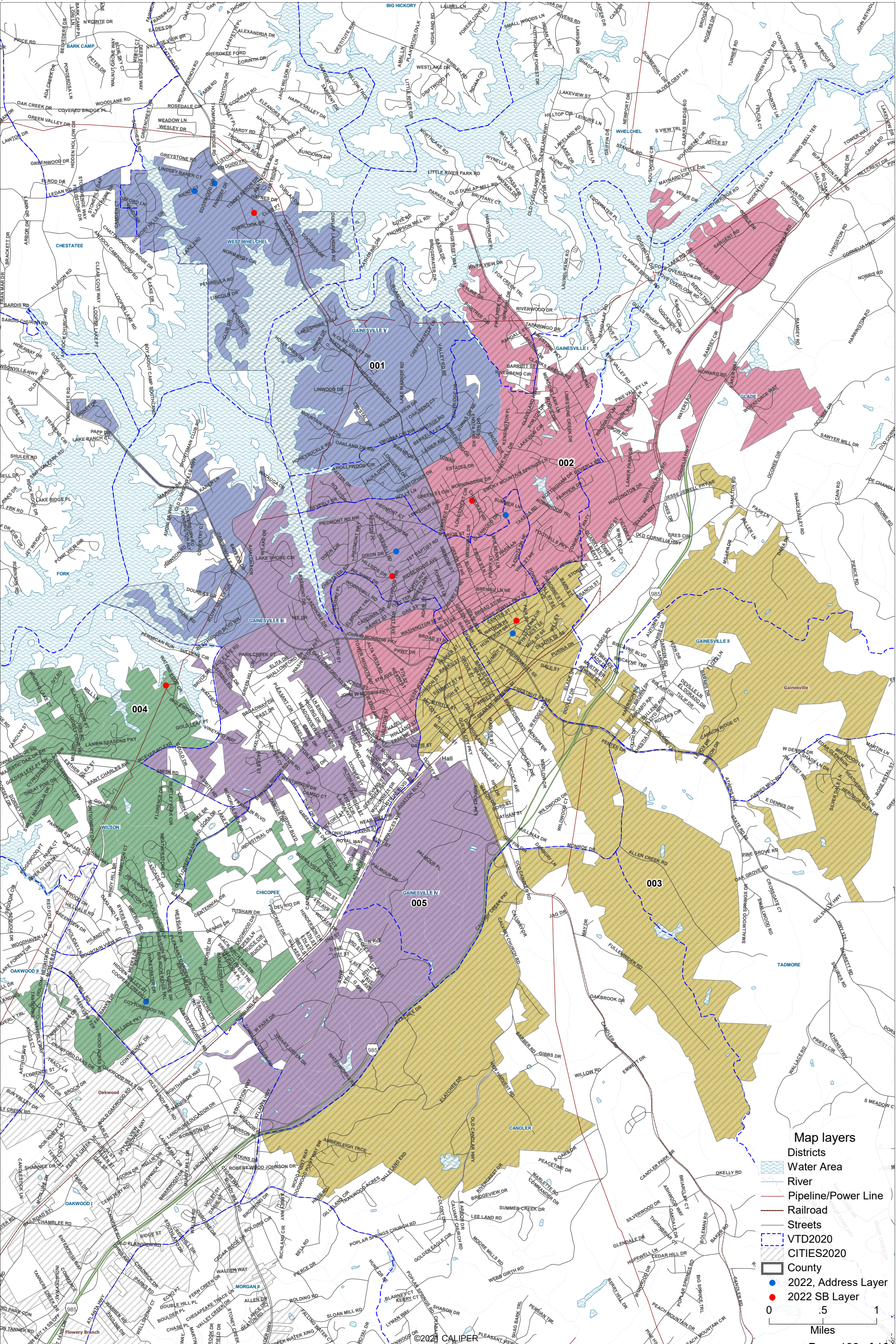
Notary Public
My commission expires:

ASH/krm/15100/W274062

client: Gainesville
type: Local
plan: GainesvilleCCSB-Proposed2022

City of Gainesville

Proposed City Council and School Board



Block	DistrictID:1
131390014051018	004
131390014051017	004
131390014052004	005
131390014052002	005
131390013042042	005
131390013042043	005
131390014052016	004
131390014052017	004
131390014061035	004
131390014061033	004
131390014061034	004
131390014061012	004
131390014061037	004
131390014061036	004
131390014052009	004
131390014061018	004
131390014061038	004
131390014061039	004
131390014061013	004
131390014061015	004
131390014061016	004
131390014061009	004
131390014061014	004
131390014061010	004
131390014061008	004
131390014061011	004
131390014061017	004
131390014061006	004
131390010051023	004
131390010051022	004
131390010052024	004
131390010052016	004
131390010051019	004
131390010051020	004
131390010051011	004
131390010051027	004
131390010051014	004
131390010051007	004
131390014061019	004
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131390010052017	004
131390010052001	004
131390010042042	004

131390010051013 004
131390010052000 004
131390010042031 004
131390010071022 005
131390010071023 004
131390010042028 004
131390010042039 004
131390010042030 004
131390010041009 001
131390010042017 001
131390003071004 001
131390010041011 001
131390010041015 001
131390010041013 001
131390010041012 001
131390010041017 001
131390004011022 001
131390004011025 001
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131390014051000 004
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131390010052010 004
131390010061015 004
131390010052012 004
131390010052011 004
131390010052008 004
131390010052009 004
131390010052007 004
131390010052002 004
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The Gainesville Times

Attn: Legal Ads

Re: Publication Three Times of a Legal Notice as to a Proposed Home Rule Ordinance Adopting Revised Council Member Election Wards for the City Council of the City of Gainesville in Response to the 2020 U.S. Decennial Census

Dear Sir or Madam:

The governing body of the City of Gainesville, Georgia recently authorized a Home Rule Amendment to the City Charter to adopt revised Council election wards for the Mayor and Council of the City of Gainesville in response to the 2020 U.S. decennial census. Under Georgia law, O.C.G.A. § 36-35-3, the City of Gainesville has to run a legal notice in your newspaper three times regarding the proposed Charter amendment. Therefore, please find enclosed with this email an attached legal notice for the proposed Charter amendment. Please run this legal notice three times on December 3, 2022, December 10, 2022, and December 17, 2022. Please be advised that I have to provide copies of the legal notices to the Hall County Superior Court Clerk and to the Secretary of State's office, and therefore I will need two copies of each ad/notice that run for the three weeks. Subsequently, I will also need two original Publisher's Affidavits regarding the running of these legal notices, and in this way have one original Publisher's Affidavit for the Superior Court Clerk and one for the Secretary of State's office. I can prepare the affidavit, but if you prefer to use your own form that is fine. To run the ads, please either bill the City of Gainesville, or bill my office, and I will see that you are promptly paid.

If you have questions, please do not hesitate to call. Thank you for your help on this matter.

Very truly yours,
/s/ Abbott S. Hayes, Jr.
Abbott S. Hayes, Jr.

Enclosure

ASH/krm/274068

cc: Denise Jordan (via email at djordan@gainesvillega.gov)
Bryan Lackey (via email at blackkey@gainesvillega.gov)

NOTICE REGARDING AMENDMENT OF GAINESVILLE CHARTER

Notice is given that the governing body of the City of Gainesville will conduct a first reading on December 6, 2022 at 5:30 p.m. at the Municipal Courtroom, 701 Queen City Parkway, Gainesville, Georgia 30501 on an Ordinance to Reapportion the Election Districts of the City of Gainesville, Georgia, and amend the Charter of the City of Gainesville in accordance with O.C.G.A. § 36-35-4.1 and pursuant to O.C.G.A. § 36-35-3. A copy of the proposed Ordinance is on file in the office of the Clerk of the City of Gainesville and in the office of the Clerk of the Superior Court of Hall County for the purpose of examination and inspection by the public. A second and final reading on said Ordinance is scheduled at the next regularly scheduled meeting of the Gainesville governing body on December 20, 2022, at 5:30 p.m. at the Municipal Courtroom, 701 Queen City Parkway, Gainesville, Georgia 30501.

ASH/krm/11401/274068

November 29, 2022

The Honorable Charles Baker
Clerk, Hall County Superior Court
P.O. Drawer 1275
Gainesville, GA 30503

Re: Proposed Adoption of an Amendment to the City Charter
Establishing Revised Council Member Election Wards for the
City Council of the City of Gainesville in Response
to the 2020 Decennial Census

Dear Mr. Baker:

My firm and I represent the City of Gainesville, Georgia. The governing body of the City has elected to adopt a Charter amendment that provides for revised Council member election wards for the City Council of the City of Gainesville, Georgia in response to the 2020 decennial census. O. C. G. A. § 36-35-3 requires that a copy of the proposed Charter amendment be on file in the office of the Clerk of the Superior Court of the county of the legal situs of the municipal corporation.

Therefore, in accordance with O. C. G. A. § 36-35-3, I have prepared a filing notice regarding the proposed Home Rule Ordinance that provides for revised Council member election wards for the City Council of the City of Gainesville in response to the 2020 decennial census. Along with this filing notice, I have included a copy of the proposed Home Rule Ordinance. I would appreciate you filing these originals in your usual efficient fashion, and stamp the filing information regarding said documents on the enclosed copies, and return them to me in the enclosed stamped, self-addressed envelope. I understand that you will record the documents in your Minute Book and that there will be no filing fee for this service.

Thank you for your help on this matter. If you have any questions, please do not hesitate to call.

Very truly yours,

Abbott S. Hayes, Jr.
Attorney for the City of Gainesville

ASH/krm/274064

Enclosures

cc: Denise Jordan (via email at djordan@gainesvillega.gov)
Bryan Lackey (via email at blackey@gainesvillega.gov)

IN THE SUPERIOR COURT OF HALL COUNTY

STATE OF GEORGIA

IN RE: CITY OF GAINESVILLE, GEORGIA; * MINUTE BOOK _____
REVISED COUNCIL MEMBER ELECTION * PAGE _____
WARDS FOR THE CITY COUNCIL
IN RESPONSE TO THE 2020 U.S. *
DECENNIAL CENSUS *

FILING NOTICE OF PROPOSED ORDINANCE FOR
REVISED COUNCIL MEMBER ELECTION WARDS FOR THE
CITY COUNCIL IN RESPONSE TO THE 2020 U.S. DECENNIAL CENSUS

Comes now, the governing body of the City of Gainesville, Georgia, by and through the City Attorney for the City of Gainesville, Georgia, Abbott S. Hayes, Jr., and files a copy of the proposed Home Rule Ordinance which would amend the City Charter of the City of Gainesville, Georgia, to provide for revised Council member election wards for the City Council in response to the 2020 decennial census. This filing is done pursuant to O. C. G. A. § 36-35-3(b)(1).

This 29th day of November, 2022.

HULSEY, OLIVER & MAHAR, LLP

By: /s/ Abbott S. Hayes, Jr.
Abbott S. Hayes, Jr.
Georgia State Bar No. 399749
ATTORNEY FOR CITY OF
GAINESVILLE, GEORGIA

P. O. Box 1457
Gainesville, GA 30503
(770) 532-6312

ASH/krm/274072

GEORGIA SECRETARY OF STATE

IN RE:	THE CITY OF GAINESVILLE, GEORGIA CHARTER AMENDMENT ADOPTING REVISED COUNCIL MEMBER ELECTION WARDS FOR THE CITY COUNCIL OF GAINESVILLE IN RESPONSE TO THE 2020 U.S. DECENNIAL CENSUS	* * * * *	Charter Amendment by Home Rule Ordinance 2022 Ga. Laws: _____
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**FILING NOTICE OF CHARTER AMENDMENT
ADOPTING REVISED COUNCIL MEMBER ELECTION WARDS FOR
THE CITY COUNCIL OF GAINESVILLE
IN RESPONSE TO THE 2020 U.S. DECENNIAL CENSUS**

Come now, the governing body of the City of Gainesville, Georgia, by and through the Attorney for the City of Gainesville, Georgia, Abbott S. Hayes, Jr., and files a certified copy of the amendment to the City Charter providing for revised Council member election wards fir the City Council of Gainesville in response to the 2020 U.S. decennial census, a copy of the required notices of publication, and affidavit of a duly authorized representative of The Gainesville Times in which the notice as to the Charter amendment was published, pursuant to O.C.G.A. § 36-35-5.

This ____ day of _____, 202__.

HULSEY, OLIVER & MAHAR, LLP

By: _____
Abbott S. Hayes, Jr.
Georgia Bar No. 399749
Attorney for the City of
Gainesville, Georgia

P. O. Box 1457
Gainesville, Georgia 30503
770.532.6312

ASH/krm/274066

IN THE SUPERIOR COURT OF HALL COUNTY
STATE OF GEORGIA

IN RE: CITY OF GAINESVILLE, GEORGIA; * MINUTE BOOK _____
REVISED COUNCIL MEMBER ELECTION * PAGE _____
WARDS FOR THE CITY COUNCIL
IN RESPONSE TO THE 2020 U.S. *
DECENNIAL CENSUS *

**FILING NOTICE OF CHARTER AMENDMENT ADOPTING
REVISED COUNCIL MEMBER ELECTION WARDS
FOR THE CITY COUNCIL
IN RESPONSE TO THE 2020 U.S. DECENNIAL CENSUS**

Comes now, the governing body of the City of Gainesville, Georgia, by and through the Attorney for the City of Gainesville, Georgia, Abbott S. Hayes, Jr., and files a copy of the Home Rule Ordinance which has amended the City Charter of the City of Gainesville, Georgia, to provide for revised council election wards for the City Council of Gainesville in response to the 2020 U.S. decennial census, a copy of the required notice of publication, and an affidavit of a duly authorized representative of The Gainesville Times in which the notice as to the Charter amendment was published. This filing is done pursuant to O. C. G. A. § 36-35-5.

This 20th day of December, 2022.

HULSEY, OLIVER & MAHAR, LLP

By: _____
Abbott S. Hayes, Jr.
Georgia State Bar No. 399749

ATTORNEY FOR CITY OF
GAINESVILLE, GEORGIA

P. O. Box 1457
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(770) 532-6312

ASH/KRM/274074