



Mayor/Council Meeting Agenda
Tuesday, February 21, 2023, 5:30 PM
Public Safety Complex, Municipal Court Room
701 Queen City Parkway, Gainesville, GA 30501
Mayor or Mayor Pro Tem Presides

INVOCATION:

PLEDGE OF ALLEGIANCE:

PRESENTATIONS / RECOGNITIONS

- A. Police Department Life Saving Awards

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Appointments

- A. Friends of the Parks Board
- Reappoint Staci Tunkel
 - Appoint Timothy Avers and Pamela Hayes
- B. Main Street Advisory Board
- Appoint Eliana Barnard
- C. Planning and Appeals Board
- Reappoint Ryan Thompson, Richard White and Jane Fleming
 - Appoint Rick Young

Minutes

- A. February 2, 2023 Work Session
- B. February 7, 2023 Mayor/Council Meeting

Resolutions

- A. BR-2023-06 Amendment to Personnel Policies and Procedures Manual
- B. BR-2023-07 Property Acquisition from Davis & McGee LLC (1200 Marler Street)

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

CITY CLERK ISSUES

EXECUTIVE SESSION:

ADJOURNMENT:



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: January 31, 2023
Date Submitted: February 15, 2023
Final Approval Date: February 21, 2023
Presenter: Jay Parrish, Chief of Police
Item of Business: Police Department Life Saving Awards
Meeting Date: February 21, 2023

Purpose of Request:

The purpose of this request is to present Life Saving Awards to Officers.

Facts & Issues / History & Background:

The following officers will be recognized for their life-saving actions:

- Joseph Wirsing
- Danny Adames
- Jeremy Edge
- Chase Fears
- Zach Lowery

Department Recommendation:

N/A

Department Director:

Jay Parrish

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Wirsing Life Saving Award Plaque
2. Wirsing Life Saving Award Certificate
3. Adames Life Saving Award Plaque
4. Adames Life Saving Award Certificate
5. Edge Life Saving Award Plaque
6. Edge Life Saving Award Certificate
7. Fears Life Saving Award Plaque
8. Fears Life Saving Award Certificate Oct 2022
9. Lowery Life Saving Award Plaque

10. Lowery Life Saving Award Certificate



LIFE SAVING AWARD

JOSEPH WIRSING

IN RECOGNITION

OF YOUR

LIFE SAVING ACTIONS

ON JANUARY 5, 2023

GAINESVILLE

POLICE DEPARTMENT



LIFE SAVING AWARD

This certificate is awarded to
JOSEPH WIRSING

For recognition of your life saving actions on January 5, 2023.

On January 5, 2023 you responded to a call concerning a Gainesville High School Student experiencing a severe mental health crisis. The student was located on the ledge of the wall on the top floor of the Parking Deck. During communication and interactions with the student you realized he was ready to give up and in that moment you quickly leapt into action and grabbed the student just as he let go of the ledge. With the assistance of other officers you were able to get the student to safety. Due to your Quick assessment and recognition of the need for life-saving measures, and your competent performance of these measures, this student survived this life threatening emergency. Your quick response and actions saved the student's life. Your actions were heroic and a true example of the mission statement and core values of the Gainesville Police Department.

You are to be commended for your actions, your dedication to the law enforcement profession and this agency, and your service to our community.

Chief of Police

Date



LIFE SAVING AWARD

DANNY ADAMES

IN RECOGNITION

OF YOUR

LIFE SAVING ACTIONS

ON JANUARY 5, 2023

GAINESVILLE

POLICE DEPARTMENT



LIFE SAVING AWARD

This certificate is awarded to
DANNY ADAMES

For recognition of your life saving actions on January 5, 2023.

On January 5, 2023 you responded to a call concerning a Gainesville High School Student experiencing a severe mental health crisis. The student was located on the ledge of the wall on the top floor of the Parking Deck. During communication and interactions with the student you realized he was ready to give up and in that moment you quickly leapt into action and grabbed the student just as he let go of the ledge. With the assistance of other officers you were able to get the student to safety. Due to your Quick assessment and recognition of the need for life-saving measures, and your competent performance of these measures, this student survived this life threatening emergency. Your quick response and actions saved the student's life. Your actions were heroic and a true example of the mission statement and core values of the Gainesville Police Department.

You are to be commended for your actions, your dedication to the law enforcement profession and this agency, and your service to our community.

Chief of Police

Date



LIFE SAVING AWARD

JEREMY EDGE

IN RECOGNITION

OF YOUR

LIFE SAVING ACTIONS

ON JANUARY 5, 2023

GAINESVILLE

POLICE DEPARTMENT



LIFE SAVING AWARD

This certificate is awarded to
JEREMY EDGE

For recognition of your life saving actions on January 5, 2023.

On January 5, 2023 you responded to a call concerning a Gainesville High School Student experiencing a severe mental health crisis. The student was located on the ledge of the wall on the top floor of the Parking Deck. During communication and interactions with the student you realized he was ready to give up and in that moment you quickly leapt into action and grabbed the student just as he let go of the ledge. With the assistance of other officers you were able to get the student to safety. Due to your Quick assessment and recognition of the need for life-saving measures, and your competent performance of these measures, this student survived this life threatening emergency. Your quick response and actions saved the student's life. Your actions were heroic and a true example of the mission statement and core values of the Gainesville Police Department.

You are to be commended for your actions, your dedication to the law enforcement profession and this agency, and your service to our community.

Chief of Police

Date



LIFE SAVING AWARD

CHASE FEARS

IN RECOGNITION

OF YOUR

LIFE SAVING ACTIONS

ON OCTOBER 31, 2022

GAINESVILLE

POLICE DEPARTMENT



LIFE SAVING AWARD

This certificate is awarded to
CHASE FEARS

For recognition of your life saving actions on October 31, 2022.

On October 31, 2022, you responded to a call for a citizen trapped in a vehicle. With the assistance of the 911 Center and Sergeant Lowery you were able to locate the area where the vehicle was and began down an embankment when you saw smoke and then located the vehicle on fire. Without hesitation you decided to smash the window to free the woman from the vehicle. You were able to get the woman free within minutes of the vehicle being entirely engulfed in flames. Your quick and instinctive actions saved the occupant from a life threatening emergency of being trapped in an overturned vehicle, off the roadway, down an embankment, and while on fire. Your actions were heroic and a true example of the mission statement and core values of the Gainesville Police Department.

You are to be commended for your actions, your dedication to the law enforcement profession and this agency, and your service to our community.

Chief of Police

Date



LIFE SAVING AWARD

ZACH LOWERY

IN RECOGNITION

OF YOUR

LIFE SAVING ACTIONS

ON OCTOBER 31, 2022

GAINESVILLE

POLICE DEPARTMENT



LIFE SAVING AWARD

This certificate is awarded to
ZACH LOWERY

For recognition of your life saving actions on October 31, 2022.

On October 31, 2022, you responded to a call for a citizen trapped in a vehicle. With the assistance of the 911 Center and Officer Fears you were able to locate the area where the vehicle was and began down an embankment when you saw smoke and then located the vehicle on fire. Without hesitation you decided to smash the window to free the woman from the vehicle. You were able to get the woman free within minutes of the vehicle being entirely engulfed in flames. Your quick and instinctive actions saved the occupant from a life threatening emergency of being trapped in an overturned vehicle, off the roadway, down an embankment, and while on fire. Your actions were heroic and a true example of the mission statement and core values of the Gainesville Police Department.

You are to be commended for your actions, your dedication to the law enforcement profession and this agency, and your service to our community.

Chief of Police

Date



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: February 17, 2023
Date Submitted: February 17, 2023
Final Approval Date: February 17, 2023
Presenter: Sam Couvillon
Item of Business: Friends of the Parks Board

- Reappoint Staci Tunkel
- Appoint Timothy Avers and Pamela Hayes

Meeting Date: February 21, 2023

Purpose of Request:

The purpose of this request is to address the expired terms.

Facts & Issues / History & Background:

The Friends of the Parks Board follow the guidelines as set forth in the Charter and Code of Ordinances. Members serve three-year terms.

Staci Tunkel, Timothy Avers and Pamela Hayes have expressed a willingness to serve. The outstanding debt verification process was completed with no concerns.

Department Recommendation:

To accept and approve the nomination(s) for appointment as submitted by the Mayor during the February 16, 2023 Work Session.

Department Director:

Sam Couvillon

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. FOP Members
2. FOP Attendance Report

FRIENDS OF THE PARKS

CITY APPOINTMENTS

POST	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRES
	Kearns	Lynn	6/5/18 UE	1/21/2020	12/31/2022
	Mattison	Kate			Standing Term
Vice-President	Morgan	Chris	2/7/2017	12/17/2019	12/31/2022
	Tunkel	Staci	3/19/19 UE	12/17/2019	12/31/2022
	Sloyer	Linda	2/15/2022		12/31/2024
	Thompson	Alisa	1/22/2019	2/1/2022	12/31/2024
	Warthen	Rebina	5/4/2021		12/31/2023
	Moore	Nancy	6/15/2021 UE	2/1/2022	12/31/2024
Ex-Officio	Clay	Juli	1/7/2020	1/4/2022 1/17/2023	1/16/2024

TERM: Three year terms - Appointees limited to two consecutive terms excluding initial term.

CONTACT: Kate Mattison, Director of Parks & Recreation

UPDATED: 1/26/2023 ag

**FRIENDS OF THE PARKS
ATTENDANCE REPORT**

MEETING			BOARD MEMBER						
	DATE	TYPE	NAME	NAME	NAME	NAME	NAME	NAME	NAME
			Kearns	Morgan	Tunkel	Thompson	Warthen	Moore	Clay
1	1/7/2021	R	0	1	1	0	N/A	N/A	1
2	2/4/2021	R	CANCELLED						
3	3/4/2021	R	1	1	1	0	N/A	N/A	1
4	4/1/2021	R	1	1	1	0	N/A	N/A	0
5	5/6/2021	R	1	1	0	1	1	N/A	1
6	6/3/2021	R	0	1	1	1	1	N/A	1
7	7/1/2021	R	CANCELLED						
8	8/5/2021	R	1	1	0	0	0	1	1
9	9/2/2021	R	1	1	0	0	1	1	1
10	10/7/2021	R	1	1	0	0	0	1	1
11	11/4/2021	C	EXECUTIVE COMMITTEE ONLY						
12	12/9/2021	C	0	1	0	0	0	1	0
13	1/6/2022	R	CANCELLED						
14	2/3/2022	R	1	1	1	1	0	1	1
15	3/3/2022	R	1	1	0	0	0	1	0
16	4/14/2022	R	0	1	0	0	0	1	0
17	5/5/2022	R	1	0	1	0	1	1	1
18	6/8/2022	R	CANCELLED						
19	7/6/2022	R	CANCELLED						
20	8/4/2022	R	1	1	0	0	1	0	0
21	9/15/2022	R	1	0	1	0	0	0	1
22	10/6/2022	R	0	0	0	1	0	1	0
23	11/3/2022	R	1	0	1	1	0	1	1
24	12/15/2022	C	EXECUTIVE COMMITTEE ONLY						
25	1/19/2023	R	1	1	0	0	1	0	0
	TOTAL	18	13	14	8	5	6	10	11
	ATTENDANCE %	62%	72%	78%	44%	28%	33%	56%	61%

TYPE MEETING: R = Regular Scheduled Meeting
ATTENDANCE: 0 = Absent

C = Called Meeting
1 = Attended

NOTES:

Submitted By: Lauren Miller
Recording Secretary

Date: 1/30/2023



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: February 17, 2023
Date Submitted: February 17, 2023
Final Approval Date: February 17, 2023
Presenter: Sam Couvillon
Item of Business: Main Street Advisory Board

- Appoint Eliana Barnard

Meeting Date: February 21, 2023

Purpose of Request:

The purpose of this request is to address the vacant position previously held by Jennifer Borders Corbin.

Facts & Issues / History & Background:

The Main Street Board follows the guidelines as set forth in the City Charter and Code of Ordinances as well as Business Resolution 2010-02. Members serve two-year terms. Eliana Barnard's name was submitted as a potential candidate to fill the position previously held by Jennifer Borders Corbin.

An outstanding debt verification process was completed.

Department Recommendation:

To accept and approve the nomination(s) for appointment as submitted by the Mayor during the February 16, 2023 Work Session.

Department Director:

Sam Couvillon

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Main Street Advisory Board Members
2. Resignation Letter: Jennifer Borders Corbin

MAIN STREET GAINESVILLE ADVISORY BOARD

POST	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRES
Post 1	Elliott The Inked Pig	Andrew	11/5/2019	6/15/2021	6/30/2023
Post 2 Vice Chairman	Tatro, Jr. Tatro Properties, LLP Pharmacon Nuclear	Claude	6/18/2019	6/15/2021	6/30/2023
Post 3	White Resource Property Mgmt	Leslie	6/16/2020 UE	6/15/2021	6/30/2023
Post 4	Puckett Carroll Daniel Construction	Edward	8/16/2022		6/30/2024
Post 5	Corbin Fill My Cup, Inc.	Jennifer	8/16/2022		6/30/2024
Post 6	Williams-Lime Represents The Arts Council	Pamela	8/16/2022		6/30/2024
Post 7	Rock Purchase Effect	Connie	8/16/2022		6/30/2024
Ex-Officio	Dunagan	Danny	1/4/2022	1/17/2023	1/16/2024

TERM: 2 year terms

CONTACT: Nicole Ricketts, Main St Manager
Robyn Lynch, Communications and Tourism Director

NOTES: Appointments made by the Governing Body
All Directors shall assume their office/duties in July of each year (except for the initial Board).

UPDATED: 1/26/2023 ag

Nicole Parham

From: Jennifer Borders <jeninchrist@yahoo.com>
Sent: Friday, February 3, 2023 11:34 AM
To: Nicole Parham
Subject: Re: Email resignation!

CAUTION:*This email originated from outside the City of Gainesville networks. Be aware of phishing, and remember CoG DoIT will never ask for your password or other personal information in email. Do not open up attachments or click on links unless you are absolutely sure it is legit and safe.. When in doubt, click the Phish Alert button or contact the CoG DoIT Help Desk*****

Hi Nicole,

Thanks for following up. And for your encouragement and support! Yes, we are doing well. Grateful for this opportunity, though walking away from what we believed was happening has taken a bit of grieving. The Lord knows, and we are not looking back. Greenville is an amazing place for an artist to flourish, and I am already getting to do more therapy here without all of the other responsibilities. We are thankful. And so, here it is:

Due to unexpected changes in our lives, we are moving to South Carolina and away from the City of Gainesville. Therefore, I regret to have to step down from the Main Street Gainesville Advisory Board. It was truly a privilege to share in this role and be a part of an influential group within our community. Thank you. I appreciate the opportunity and experience. Please accept this as my formal resignation as of December 31, 2022.

Blessing to you all,
Jennifer

Jen Borders Corbin
Fill My Cup Inc.
www.fillmycupgainesville.com



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: February 17, 2023

Date Submitted: February 17, 2023

Final Approval Date: February 17, 2023

Presenter: Sam Couvillon

Item of Business: Planning and Appeals Board

- Reappoint Ryan Thompson, Richard White and Jane Fleming
- Appoint Rick Young

Meeting Date: February 21, 2023

Purpose of Request:

The purpose of this request is to address the expired terms.

Facts & Issues / History & Background:

The Board follows the guidelines as set forth in the City Charter, Code of Ordinances and the Unified Land Development Code. Board members serve two-year terms.

Ryan Thompson, Richard White and Jane Fleming confirmed a willingness to serve another term. Rick Young confirmed a willingness to serve on the board. The verification of outstanding debt was conducted.

Department Recommendation:

To accept and approve the nomination(s) for appointment as submitted by the Mayor during the February 16, 2023 Work Session.

Department Director:

Sam Couvillon

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. PAB Members
2. 2022 PAB Attendance Record

PLANNING APPEALS BOARD

POST	LAST NAME		APPOINTED	REAPPOINTED	EXPIRES
At-Large	Martin, Sr.	Eddie	9/16/2014 UE	12/15/2015 1/9/2018 11/5/2019 2/1/2022	11/30/2023
At-Large	Thompson	Ryan	11/15/2016	11/6/2018 11/3/2020	11/30/2022
Ward 1 (Chairman)	Carter	Doug	12/15/2015	1/9/2018 11/5/2019 2/1/2022	11/30/2023
Ward 2	White	Richard (Rich)	3/21/2017	11/6/2018 11/3/2020	11/30/2022
Ward 3	Simmons	Kelvin	3/6/2018	11/5/2019 2/1/2022	11/30/2023
Ward 4 (Vice Chairman)	Fleming	Jane	12/5/2006	1/6/2009 12/21/2010 11/20/2012 8/4/2015 11/15/2016 11/6/2018 11/3/2020	11/30/2022
Ward 5	Delgado	Carmen	8/4/15 UE	11/15/2016 11/6/2018 11/3/2020	11/30/2022
Ex-Officio	Brooks	Barbara	1/4/2022		1/17/2023

TERM: Two year terms
(Always expire on November 30th)

NOTES: Chairman appointed by governing body.
Vice Chairman elected by the Board.

CONTACT: Rusty Ligon, Director of Community Development

UPDATED: 2/2/2022 ag

**PLANNING AND APPEALS BOARD
ATTENDANCE REPORT**

MEETING			BOARD MEMBER						
	DATE	TYPE	CARTER	FLEMING	MARTIN	DELGADO	THOMPSON	WHITE	SIMMONS
1	11/10/2020	R	1	1	1	1	1	1	1
2	12/8/2020	R	1	1	0	0	1	1	1
3	1/12/2021	R	1	0	1	1	1	1	1
4	2/9/2021	R	1	1	1	1	1	1	1
5	3/9/2021	R	1	1	1	1	0	1	1
6	4/13/2021	R	1	1	1	1	1	1	1
7	6/8/2021	R	1	1	1	0	1	1	1
8	7/13/2021	R	1	1	1	1	1	1	0
9	8/10/2021	R	1	1	1	1	1	1	1
10	9/14/2021	R	1	1	1	1	1	1	1
11	11/9/2021	R	1	1	1	0	1	1	1
12	12/14/2021	R	1	1	1	1	1	1	1
13	2/8/2022	R	1	1	1	0	0	1	1
14	3/8/2022	R	1	1	1	1	0	1	1
15	4/12/2022	R	1	1	1	1	1	1	1
16	5/10/2022	R	1	1	1	1	1	1	1
17	6/14/2022	R	1	1	1	1	1	1	1
18	7/12/2022	R	1	1	1	0	1	1	1
19	8/9/2022	R	1	1	1	0	1	1	1
20	9/13/2022	R	1	1	1	0	1	1	1
21	10/11/2022	R	0	1	1	1	1	1	1
22	11/8/2022	R	1	0	1	0	1	1	1
23									
24									
25									
26									
27									
TOTAL			22	21	20	21	14	19	22
ATTENDANCE %				95%	91%	95%	64%	86%	100%

TYPE MEETING: R = Regular Scheduled Meeting
ATTENDANCE: 0 = Absent

C = Called Meeting
 1 = Attended

NOTES:

Submitted By: Gwen Fleming
 Recording Secretary

Date: 12/7/2022



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: January 6, 2023
Date Submitted: February 16, 2023
Final Approval Date: February 16, 2023
Presenter: Denise Jordan, City Clerk
Item of Business: February 2, 2023 Work Session
Meeting Date: February 21, 2023

Purpose of Request:

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

Facts & Issues / History & Background:

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

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

None



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: January 6, 2023
Date Submitted: February 17, 2023
Final Approval Date: February 17, 2023
Presenter: Denise Joran
Item of Business: February 7, 2023 Mayor/Council Meeting
Meeting Date: February 21, 2023

Purpose of Request:

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

Facts & Issues / History & Background:

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

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

None



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: February 17, 2023
Date Submitted: February 17, 2023
Final Approval Date: February 17, 2023
Presenter: Bryan Lackey, City Manager
Item of Business: BR-2023-06 Amendment to Personnel Policies and Procedures Manual
Meeting Date: February 21, 2023

Purpose of Request:

To revise the Performance Evaluations and Leave Benefits sections of the Personnel Policy.

Facts & Issues / History & Background:

From time to time, it is necessary to revise our current benefits to remain competitive and to retain our current workforce. These revisions are to the Evaluation Policy and the Leave Policy. The evaluation policy revision creates a pathway for supervisors to, at a minimum, sit down with each employee on or around their hire date to discuss their performance. It reduces some of the cumbersome manner in which we previously handled evaluations which we felt was inadequate. With this Leave Policy revision, we will no longer cap the accruals. However, when an employee leaves the city, they will only be allowed to cash out the maximum accrual amounts shown in the policy.

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:

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2023-06 Amendment to Personnel Policies and Procedures Manual
2. 2.10 Performance Evaluations REVISED 1.19.2023 final
3. 4.00 Leave Policy 2023 revised - final

RESOLUTION BR-2023-06

**AMENDMENT TO CITY OF GAINESVILLE
PERSONNEL POLICIES AND PROCEDURES MANUAL**

WHEREAS, the Gainesville City Council adopted a new Personnel Policies and Procedures Manual in 2021, which needs amendments from time to time; and

WHEREAS, the Personnel Manual has been the fundamental feature for personnel administration for the City of Gainesville; and

WHEREAS, the governing body for the City of Gainesville desires to amend the Personnel Manual by:

Revising the current section 2.10 Performance Evaluations and 4.00 Leave Benefits, as attached.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby adopts the attached amendments to the personnel policy and such amendments shall be effective February 21, 2023.

Adopted this ____ **day of** _____, **2023.**

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

2.10 PERFORMANCE EVALUATIONS

In order to measure, document, and evaluate performance, all full time City employees shall receive an annual evaluation on or around their hire date. At the discretion of the Department Director, part time employees may also be evaluated using the same process. Evaluations may be completed more frequently at the Department Director's discretion.

The evaluation shall consist of the supervisor informing the employee of what they should start doing, stop doing, and what they should continue doing. In providing this information, supervisors shall consider such performance factors as

1. Job Knowledge, Quality of Work, Productivity, Dependability, and others. The evaluation instruments to be used will be provided and approved by Human Resources.

The performance evaluation seeks to document an employee's overall performance, to advise the employee about whether performance meets expectations and to specify if any improvements need to be made. An evaluation may be used to assist those responsible for recommending promotions or whether an employee will be retained.

Upon completion of the performance evaluation, supervisors will meet with each employee to review the evaluation. At this time, the employee will have the opportunity to ask questions or provide comments. A copy of the evaluation shall be retained in the employee's personnel file. The supervisor will be required to certify that they have met with the employee and addressed any concerns made by the employee.

2. Evaluation Usage - The City may consider employee performance evaluation history for reasons including but not limited to:
 - a. To determine employees' effectiveness in their assigned positions
 - b. To assess employee training needs
 - c. To determine ability to accept additional responsibilities
 - d. To determine suitability for other positions

4.00 LEAVE BENEFITS

Regular status full-time employees are provided with paid time off (PTO) benefits instead of paid vacation and sick leave. PTO may be taken by an employee with prior approval by his/her supervisor or designee, at such times and in such increments as best accommodates each employee's own schedule and the department's staffing needs. PTO is intended to allow employees paid time off from work for reasons such as vacation, personal illness, family illness, medical appointments, religious holidays, or personal or family business. Employees who are absent from work for any reason (other than bereavement leave, workers' compensation, military leave or jury duty) are required to use accrued PTO before taking leave without pay.

PAID TIME-OFF

1. PTO Accruals - Full-time eligible employees accrue PTO biweekly and based on service years according to the below table, unless otherwise stipulated.

PTO hours may continue to accrue in excess of the "Annual Maximum" to provide scheduling flexibility around peak workload periods and as an added benefit to employees. However, upon termination, employees will only be paid for accumulated unused PTO up to the maximum annual accrual amount*.

***NOTE: See 4.00, Item 5, Payment of Unused PTO, for maximum payment upon termination.**

General Employees (Excluding Fire Department Shift Personnel and Sworn Police Employees):

Service Years	Annual Accrual Hours	Annual Maximum
Less than 1	96**	80
1 – 4	160	180
5 – 9	200	240
10+	240	300

**All employees hired after 1/1/12, will receive 16 hours of PTO immediately upon employment and an additional 80 hours will accrue at a bi-weekly rate of 3.0769 hours for a total of 96 hours of PTO for the 1st year of employment.

**16 hours will be deducted from the PTO payout for employees terminating employment during the first year of service.

****Employees that leave the City and are re-hired within 48 months are not eligible for the additional 16 hours PTO.**

Fire Department Shift personnel (24/48):

Service Years	Annual Accrual Hours	Annual Maximum
Less than 1	144**	120
1 – 4	192	360
5 – 9	240	360
10+	288	360

****All Fire Department Shift employees hired after 1/1/12, will receive 24 hours of PTO immediately upon employment and an additional 120 hours will accrue at a bi-weekly rate of 4.6154 hours for a total of 144 hours of PTO for the 1st year of employment.**

**** 24 hours will be deducted from the PTO payout for employees terminating employment during the first year of service.**

****Employees that leave the city and are re-hired within 48 months are not eligible for the additional 24 hours PTO.**

All Sworn Police Employees:

Service Years	Annual Accrual Hours	Annual Maximum
Less than 1	120**	100
1 – 4	180	180
5 – 9	220	240
10+	260	300

****All Sworn Police employees hired after 1/1/12, will receive 20 hours of PTO immediately upon employment and an additional 100 hours will accrue at a bi-weekly rate of 3.8461 hours for a total of 120 hours of PTO for the 1st year of employment.**

** 24 hours will be deducted from the PTO payout for employees terminating employment during the first year of service.

**Employees that leave the city and are re-hired within 48 months are not eligible for the additional 24 hours PTO.

2. PTO Accruals During Periods of Leave - During periods of employee leave, PTO accruals will continue on the following schedule:
 - If on leave for short-term disability, PTO accruals will end on the date short-term benefits begin;
 - If on leave for other reasons (including workers' compensation, military, other FMLA leaves, etc.), PTO accruals will stop when the employee's PTO balance is exhausted or after 30 days of continuous leave, whichever is earlier.
3. Scheduled PTO Eligibility - A request for leave form shall be submitted to the employee's immediate supervisor. Scheduled PTO may be taken in any time increment after approval by the Department Director or his/her designee and is subject to administrative review. [See Section on Extended Leave of Absence.] Employees on PTO are subject to recall in cases of emergency. PTO requests of more than 80 hours to be taken at one time must be approved by the Department Director. PTO requests of more than 120 hours to be taken at one time must be approved by the Department Director and the Administrative Services Director.
4. Unscheduled PTO - PTO that is not scheduled in accordance with departmental policy (other than illness) will be considered unscheduled PTO. Excessive unscheduled PTO may be addressed through the performance evaluation process and/or through progressive discipline or appropriate employment action.
5. Payment of Unused PTO - Upon termination, employees will **only be paid for accumulated unused PTO up to the maximum annual accrual amount** provided all equipment, uniforms, tools, keys, and other City property issued to the employee have been returned, and no outstanding liabilities or debts remain. **Hours accrued over the Annual Maximum will be forfeited.**

LEAVE FOR MEDICAL PURPOSES

6. PTO for Illness - An employee may use PTO in the event of personal illness or serious illness of a dependent child or spouse in need of continuous short-term care. The City understands that use of such PTO may be without advance notice. However, the employee shall report illness prior to scheduled work time. If this is not possible, the employee must report the tardiness or absence within 30 minutes after the scheduled start time. Failure to do so may result in an unpaid, unexcused absence. Employees are expected to comply with departmental policy with regard to using PTO for illness. A department may establish a more restrictive policy due to operating necessities. Excessive unscheduled PTO may be addressed

through the performance evaluation process and/or through progressive discipline. The City will comply with the provisions of the Family and Medical Leave Act in the administration of this policy.

7. PTO Bank – Effective February 1, 2023, all balances in the PTO Bank will be transferred into the PTO Accrual Accounts and the PTO Bank will be dissolved.
8. Sick Leave Usage (if applicable) – Employees hired before 1/1/12 may have an unused sick leave balance. An employee may use accrued sick leave in the event of personal or dependents/spouse illness or injury.

The employee shall report illness prior to scheduled work time. If this is not possible, the employee must report the tardiness or absence within 30 minutes after the scheduled start time. Failure to do so may result in an unpaid, unexcused absence. A department may establish a more restrictive policy due to operating necessities. Employees who separate from the City shall forfeit all unused sick leave.

9. Medical Certification (Doctor's Note) - Medical absences (sick or unscheduled PTO) may require a doctor's statement before an employee may return to work, at the Department Director's discretion. An employee may also be required to provide medical certification if a request for sick pay falls within a period when the employee is on PTO or if absent from work frequently or habitually.
10. Fitness for Duty - An employee who takes leave for an extended illness, is hospitalized or serves in a safety sensitive position, may be asked to provide a fitness for duty (FFD) clearance from a health care provider upon return to work.
11. Short-Term Disability (STD) - The City will provide short-term disability benefits to qualified employees at the rate of 60% of actual wage loss, excluding unscheduled overtime work up to a maximum of \$2,000 per week. Employee elimination period and eligibility for STD benefits are subject to the policies in place at the time of personal disability event. PTO and sick hours (if applicable) shall be used to supplement 100% of regular pay until exhausted. Short-term disability benefits may continue for up to 13 consecutive weeks. Long-term disability benefits may become available for employees who elected this coverage.
12. Family and Medical Leave Act of 1993 - The City complies with the Family and Medical Leave Act of 1993. Employee rights and responsibilities are posted throughout City departments.
13. FMLA currently requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. To be eligible for FMLA, an employee must have worked continuously for 1 year, and worked 1,250 hours over the previous 12 months. If your leave qualifies, you have a right for up to 12 weeks of unpaid leave in a 12-month period. This period is calculated under the FMLA "rolling" 12-

month period and is measured backward from the date of any FMLA leave usage. Under FMLA, unpaid leave must be granted for any of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform his/her job.
- For a qualifying exigency arising out of the fact that employee's spouse, son or daughter (of any age) or parent is on active duty or call to active duty status.

Eligible employees may apply for short-term disability benefits during FMLA related to personal illness. PTO and sick hours (if applicable) shall be used during the FMLA absence.

Sick leave accruals may be used for personal illness during the FMLA absence in accordance with City sick leave policy. When paid leave has been exhausted, additional unpaid leave will be provided to total up to 12 weeks.

If two employees within the same household are requesting leave for the same purpose, they shall be entitled to a combined leave of up to 12 weeks.

If the FMLA is amended in any respect, this policy shall be considered amended to be consistent with the changes in the Act.

14. Advance Notice and Medical Certification - The employee is required to provide advance leave notice and medical certification whenever possible. Taking of leave may be denied unless the following requirements are met:

- The employee ordinarily must provide 30 days advance notice when the leave is foreseeable (examples include pregnancy, scheduled surgery, non-emergency medical procedures, etc.)
- The City will require a medical certification to support a request for leave because of a serious health condition, and may require second and third opinions (at the City's expense) and/or a fitness for duty examination in order to return to work.

15. Intermittent FMLA Absence - FMLA may be taken intermittently or on a reduced schedule if medically necessary, with proper notification, and consistent with the Act.

16. Certification of a Serious Health Condition - Serious Health Condition is an illness, injury, impairment, or physical or mental condition involving either inpatient care or continuing treatment by a health care provider. Employees must provide certification of a serious health condition for his/her own serious health condition, or that of a family member. Employees must contact Human Resources for information concerning the certification process.

17. Employee Privacy - The City is in compliance with The Health Insurance Portability and Accountability Act of 1996 (HIPAA), which supports efforts to protect patient confidentiality and security of individual health information. To that end, the City has adopted a Privacy Notice outlining employee rights and responsibilities. Copies of this notice are available through Human Resources.
18. Health Benefits Protection - Employees continue to receive health benefits for up to 12 weeks during FMLA on the same terms and conditions as for active employees. The employee must continue to pay appropriate employee and dependent premiums, co-payments, and other out-of-pocket costs.
19. Upon return from FMLA absence - The City will restore the employee to the original or equivalent position with equivalent pay, benefits, and other employment terms. The use of FMLA leave shall not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
20. Absence extending beyond FMLA expiration - The job-protected rights afforded by FMLA do not apply to leaves which continue beyond the 12-week period of entitlement.
21. Returning to Work After Approved Leave - An employee who has been out on extended medical leave for more than seven (7) calendar days must be cleared through Human Resources prior to returning to work by providing a medical release from the treating physician with or without work restrictions. In addition, an employee may be required to undergo a fitness for duty drug screen as directed by Human Resources. Failure to seek return to work clearance at the expiration of approved leave shall be considered absent without leave, constituting grounds for disciplinary action up to and including termination of employment.
22. Returning to Work Before the Expiration of Approved Leave - An employee granted a leave of absence who wishes to return to work before the leave period has expired shall be required to notify the immediate supervisor. No employee shall be permitted to return to work without a written medical release from the treating physician and clearance through Human Resources. Depending on the circumstances of the leave, a fitness for duty exam may also be required.
23. Working during Approved Medical Leave – As a general rule, an employee while on an authorized medical leave of absence may not obtain or engage in either part-time or full-time employment, nor engage in training or development relating to their job. Failure to abide by the terms of the approved leave will result in disciplinary action up to and including termination of employment. Any exception to this rule must be approved by the Administrative Services Director.

OTHER LEAVE TYPES

24. Funeral Leave - Funeral leave of up to three (3) workdays per calendar year, with a maximum of 24 work hours **annually** will be granted with pay for an employee absent from work so they may travel to, make arrangements for, or attend the funeral of the following members of the employee's family: spouse, parent or guardian, child, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, stepmother, stepfather, stepchild, stepsister, stepbrother, or other relative living in the employee's household. Funeral leave shall also be granted for in-law relationships for grandmother-in-law, grandfather-in-law, mother in-law, father in-law, brother in-law and sister in-law. In all cases, bereavement leave must be approved in advance. No exceptions will be allowed to this policy.
25. Leave Without Pay – Leave without Pay may be used in emergency situations at the discretion of the Department Director. Employees are not permitted to take leave without pay if an accrued leave type balance that is appropriate for the situation is available, unless leave involves workers' compensation, military leave, or jury duty. The Department Director will give consideration for a leave without pay based on the employee's leave impact on departmental functions, schedule, and reason for the request, as well as the employee's performance and attendance record. **All leave without pay requests must be approved by the Department Director.**
26. Holidays - The following ten days are designated as official holidays for employees in the City of Gainesville personnel system: New Year's Day, Dr. Martin Luther King, Jr. Birthday, Memorial Day, Independence Day (July 4th), Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, and Christmas Day. In order to qualify for holiday pay, employees are required to work the day before and the day after a holiday unless the employee is off on approved PTO or sick leave.
27. Holidays During Leave Periods - Employees will be paid holiday pay if a holiday falls within an approved PTO leave period of 30 calendar days or less. Employees will not be paid holiday pay if a holiday falls while the employee is on FMLA, Short Term Disability or Workers' Compensation. An employee will not be paid holiday pay if they are out on Leave without Pay the day prior or the day after a holiday.
28. Holiday Pay Compensation - A regular status full-time employee who works on a holiday shall receive holiday pay, plus payment for hours actually worked. Holiday hours are not considered time worked for the computation of overtime pay. Holiday pay practices may be altered depending on the operational needs of the department.
29. Extended Leave of Absence - All extended leaves of absence (more than 80 hours) must be approved by the Department Director. Any leaves of absence (more than 120 hours) must also have the approval of the Administrative Services Director

30. Military Leave - Every employee shall be entitled to military leave in accordance with state and federal laws.

- National Guard or Reserve: The City will provide affected employees serving in the National Guard or any reserve unit of the United States Armed Forces with job protection and group benefits coverage in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). The City will also provide up to 18 days (144 hours) annually of paid military leave.
- Active Duty: Employees contracting with any branch of the Armed Forces for Active Duty, not during the time of war or national emergency, shall be placed on Leave without Pay and will be moved to an inactive status. Such employee will be granted reemployment rights as governed by the Uniform Services Employment and Reemployment Rights Act of 1994. No paid military leave is given for those serving in an active duty capacity.

31. Jury Duty - Any full-time employee called for jury duty or subpoenaed as a witness in the line of duty will be excused from work upon presentation of a court summons or subpoena to the immediate supervisor. The employee will be paid regular pay up to two weeks provided evidence is submitted from the court for the number of days served. Only the actual number of days spent in court will be counted in calculating the payment. The combination of jury duty pay and actual hours worked is not to exceed 40 hours per week unless authorized by an employee's supervisor or Department Director. Payment received from the court will not be deducted from the employee's pay. If an employee reports for jury duty or to testify as a witness on a particular day and is excused from serving that day, the employee must notify the immediate supervisor to determine if the needs of the City require the employee to work that day.

32. City of Gainesville Retirement Plan Credited Service - Credited Service is defined as worked time granted during employment periods when employees participate in one of the City's Retirement Plans. For the purposes of providing credited service for retirement benefit calculations, employees on paid leaves of absence (sick, PTO and/or short-term disability) will be granted service credit. The Department Director, Administrative Services Director, and City Manager may approve unpaid leave period up to one year in duration for which service credit will be granted. No credited service beyond one (1) year will be granted for any employee who remains on a continuous leave of absence. When calculating total City service, leave periods beyond one year or more will not be counted as worked time.

INCLEMENT WEATHER

33. Absences Due to Hazardous Weather - The City of Gainesville will open at regularly scheduled times and will remain open as scheduled during inclement weather unless the City Manager issues an official closing statement. Unless such a statement is issued, all employees will be expected to work regularly scheduled hours.

34. Critical City Services - Certain positions require mandatory coverage because they provide critical City services. Official closing statements and inclement weather procedures do not apply to employees who provide critical City services in departments such as fire, police, utility and public works, and others. Employees in this classification should report for duty as scheduled or if unable to report, abide by established departmental procedures.

The remainder of this policy pertaining to inclement weather applies only to administrative employees or others in non-critical service positions.

35. Inclement Weather Closing

- If the City of Gainesville administrative offices will be closed for all or part of a day due to inclement weather, the City Manager will issue an official closing statement.
- If no official closing statement is issued, employees should report to work as scheduled or if unable to work, abide by established departmental procedures.

36. Inclement Weather Pay - The intent of inclement weather pay is to make the non-critical service employee “whole” for the hours that could not be worked because the City was officially closed during the employee’s scheduled shift hours.

An employee in this category who reports to work as directed on the day of late opening or early closing shall be entitled to inclement weather pay for the number of hours that could not be worked because the City was officially closed. Employees who work during official closings are not entitled to additional pay. Any hours worked in excess of scheduled hours will reduce the amount of paid inclement weather time available to that employee.

An employee in this category who arrives late or leaves early will be paid actual hours worked plus inclement weather hours for the time the City was officially closed. An employee should discuss with the supervisor options for any other scheduled hours which were missed during the City’s official opening hours. One of several options may be selected such as using accrued PTO or if no accrued leave is available, leave without pay, or the employee may make up the time lost from work at a time scheduled by the supervisor within the same work week.

An employee who does not report to work due to inclement weather, on a day when the City was officially closed only for a portion of the day, shall be required to take PTO or leave without pay for the full shift.



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: February 17, 2023
Date Submitted: February 17, 2023
Final Approval Date: February 17, 2023
Presenter: Bryan Lackey, City Manager
Item of Business: BR-2023-07 Property Acquisition from Davis & McGee LLC (1200 Marler Street)
Meeting Date: February 21, 2023

Purpose of Request:

To authorize the purchase of 1.866 acres of property at 1200 Marler Street.

Facts & Issues / History & Background:

The City obtained a Purchase and Sale Agreement on this property in December 2022. The property has been evaluated and determined to be of use for the Department of Water Resources.

Department Recommendation:

Approve the Resolution

Department Director:

Linda MacGregor

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

Amount Requested:

425,000

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2023-07 Property Acquisition from Davis McGee LLC - 1200 Marler Street
2. Sale Agreement - 1200 Marler Street

RESOLUTION BR-2023-07

**Property Acquisition from Davis & McGee, LLC
(1200 Marler Street)**

WHEREAS, the governing body of the City of Gainesville, Georgia (the “City”) has a desire to continue its efforts to water and sewer services for the citizens of Gainesville; and

WHEREAS, the property owned by Davis & McGee, LLC (the “Seller”), located on Marler Street, as more particularly described in the Real Estate Purchase and Sale Agreement described below, will be used by the City to provide services for the public through the City Department of Water Resources; and

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

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville does hereby adopt and ratify the Real Estate Purchase and Sale Agreement between the City and the Sellers, with an effective date of November 30, 2022, and does hereby authorize the purchase of the property owned by the Seller and directs the Mayor, the City Manager and the City Attorney to execute the Real Estate Purchase and Sale Agreement with the City and the Seller, as well as all other such documents and agreements that may be necessary to complete the closing of the purchase of the property.

Adopted this _____ day of February, 2023.

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

STATE OF GEORGIA

COUNTY OF HALL

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is made and entered into by and between Davis & McGee, LLC a domestic limited liability company of the State of Georgia (the "Seller"), and The City of Gainesville, Georgia (the "Purchaser");

WHEREAS, Seller is the owner of that certain parcel of real property located in the City of Gainesville, Hall County, Georgia, being tax parcel number 00031 005001B and more particularly described as follows:

All that tract or parcel of land lying and being in the G.M.D. 411 (Gainesville) District of Hall County, Georgia, and being 1.866 acres as shown and delineated on a plat of survey recorded in Plat Slide 728, page 120A, Hall County, Plat Records, which plat and the description thereon is herein incorporated by reference for a more complete description. The real property is hereinafter referred to as "the Property."

WHEREAS, Purchaser desires to purchase the Property and Seller desires to sell the Property pursuant to the terms and conditions of this Agreement;

WITNESSETH:

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

1.1 Agreement of Purchase and Sale. Purchaser agrees to purchase and the Seller agrees to sell, subject to the terms and conditions set forth in this Agreement, the Property.

1.2 Purchase Price. The purchase price to be paid by the Purchaser to the Seller for the Property shall be Four Hundred Twenty-Five Thousand and no/100 (425,000.00) Dollars (the "Purchase Price") and shall be paid by Purchaser to Seller at Closing as follows: All cash at closing.

1.3 INTENTIONALLY DELETED.

1.4 Purchaser's obligations are contingent upon satisfactory completion of any and all inspections set forth below.

1.5 Effective Date. The parties hereto agree that for all purposes of this Agreement, the Effective Date of this Agreement shall be the date that this Agreement is executed by Seller.



1.6 Inspection Period. Purchaser, at Purchaser's sole cost and expense shall have the right to conduct an inspection of the Property for a period from the effective date, through and including that date which is sixty (60) days after the Effective Date (the "Inspection Period"). The inspection may include economic, engineering, financing, environmental, regulatory and any other factor relating to Purchaser's use of the Property. During the Inspection Period, and thereafter if Purchaser does not terminate this Agreement, Seller shall give Purchaser and Purchaser's agent and representatives reasonable access to the Property during normal business hours for purposes of inspecting and conducting such tests as are reasonable and necessary for Purchaser to determine if the Property is satisfactory for Purchaser's intended use

All inspections conducted by Purchaser pursuant to this Contract shall be non-invasive in nature, and shall not include any invasive Phase II or other sampling or testing unless otherwise agreed to in writing by Seller, subject to Seller's review and approval of a proposed scope of work for such activities, which may be granted or withheld at Seller's sole discretion. Purchaser shall ensure that: (a) all of its affiliates, employees, advisors, contractors, representatives or agents ("Representatives") who enter the Property shall have adequate, commercially reasonable insurance; (b) no liens shall be placed on the Property or levied against Seller as a result of Purchaser's inspection; and (c) the Property is restored to the same or similar condition as existed prior to any entry.

Purchaser expressly agrees that the results of any environmental investigation, review, sampling or analyses obtained by Purchaser in the course of or in connection with the inspections conducted hereunder shall remain confidential to Purchaser and its Representatives through the date of Closing and shall not be disclosed to Seller, the Georgia Environmental Protection Division, any other governmental entity or to any other third parties prior to Closing. These confidentiality obligations shall survive the termination of this Contract.

Purchaser shall indemnify, hold harmless from and defend Seller, and his agents, affiliates, successors and assigns, from and against any and all liabilities, claims, causes of action, damages, losses, penalties, forfeitures, suits, costs and expenses (including without limitation, investigation costs, costs of defense, settlement and reasonable attorneys' fees) incurred or arising in connection with Purchaser's or any Representative's breach of the confidentiality and other obligations set forth in this Contract, entry onto the Property or enforcement of this indemnity. All indemnification obligations contained herein shall survive the Closing and any termination of this Contract.

"AS IS" PURCHASE



To the maximum extent permitted by applicable law and except for Seller's representations and warranties specifically set forth above ("Seller's Warranties"), the transactions contemplated by this Contract are made and will be made without representation, covenant, or warranty of any kind (whether express, implied, or, to the maximum extent permitted by applicable law, statutory) by Seller. As a material part of the consideration for this Contract, Purchaser agrees to accept the Property on an "AS IS" and "WHERE IS" basis, with all faults and any and all latent and patent defects, and without any representation or warranty, all of which Seller hereby disclaims, except for Seller's Warranties. Except for Seller's Warranties, no warranty or representation is made by Seller as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) operation or income, (g) compliance with drawings or specifications, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, or (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment. Purchaser acknowledges that Purchaser has entered into this Contract with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that Purchaser is not now relying, and will not later rely, upon any representations and warranties made by Seller, respectively, or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property, except for Seller's Warranties.

From and after the date of Closing, Purchaser, for itself and its Representatives, successors-in-title, successors and assigns, hereby releases, indemnifies, holds harmless and forever discharges Seller and his agents, affiliates, successors and assigns (collectively the "releasees") from any and all rights, claims and demands, damages and losses at law or in equity, whether known or unknown at the time of this Contract, which Purchaser has or may have in the future, arising out of the physical, environmental, economic or legal condition of the Property, including, without limitation, all claims in tort or contract and any claim for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.) or any similar federal, state or local statute, rule or regulation and any and all matters affecting the Property.

1.7 Right of Termination. If Purchaser discovers any matter during the Inspection Period that is unacceptable to Purchaser for any reason, in Purchaser's sole discretion, Purchaser may terminate this Agreement by giving Seller written notice thereof (the "Termination Notice") at any time prior to the expiration of the Inspection Period. If Purchaser fails to timely give the Termination Notice prior to the expiration of the Inspection Period, upon expiration of the Inspection Period, Purchaser shall be deemed to have waived its rights to terminate this Agreement. If the Purchaser provides the Termination Notice prior to the expiration of the Inspection Period, the parties shall have no further right or obligation hereunder; provided however, Purchaser shall be obligated to comply with its restoration and indemnification obligations set forth in this Section. Time is of the essence in regard to termination as set forth herein.

1.8 Seller's Documentation Delivery. Not later than 5:00 P.M., on the second (2nd) business day after the Effective Date, Seller shall deliver to Purchaser and Purchaser's



attorney any and all such documents concerning the title and condition of the Property as are known to Seller, including but not limited to all deeds, plats, surveys, maps, drawings, plats, title insurance policies, title reports, environmental reports, soils analysis, engineering reports, appraisals, tax bills, tax assessment notices, declarations of covenants or conditions in effect on the Property, any permits applicable to the Property, and the reports of any other kind or nature. Seller will additionally deliver a full copy of any and all current leases, together with any amendments or extensions thereof, and rent roles for the property. Purchaser may provide a list of additional requested documentation to Seller and Seller agrees to deliver all such available documents within five (5) business days. The information, other than matters of public record or matters generally known to the public, furnished to, or obtained through inspection of the Property by, Purchaser, its affiliates, lenders, employees, attorneys, accountants and other professionals or agents relating to the Property, will be treated by Purchaser, its affiliates, lenders, employees, agents, and current and prospective investors as confidential. Should the Closing fail to occur for any reason, Purchaser shall deliver to Seller all existing copies of the Property Information within three (3) business days of the Closing date.

1.9 Condition of Property. Seller represent that at the closing any and all improvements located thereon will be in the same condition as they are on the Effective Date of this Agreement. Seller shall convey title to the Property to Purchaser via limited warranty deed. Seller agrees to remove all personal property from the buildings located on the Property prior to closing and deliver broom clean buildings to Purchaser at closing.

1.10 Permitted Exceptions. Title to the Property shall be free and clear of liens and encumbrances, except for: (i) zoning; (ii) current year's and future ad valorem taxes and assessments affecting the Property which are not yet due and payable; (iii) any liens, encumbrances or other title exceptions approved or waived by Purchaser as provided in Section 1.11.

1.11 Title Examination. Purchaser will complete its examination of the title to the Property during the Inspection Period. As part of this examination, Purchaser will obtain, and Purchaser will pay for at closing, a title insurance certificate and commitment showing Seller's title to the Property to be marketable in fact. Purchaser shall notify Seller in writing of any objections or defects to the title. If Purchaser delivers notice of any such objections or defects, then Seller, within ten (10) days after receipt of such notice, shall either elect: (i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. Seller's failure to send written notice to Purchaser within such ten (10) day period electing to either not cure or attempt to cure such defects shall be deemed an election by Seller not to cure such defects. If Seller refuses to cure such defects, then, no later than ten (10) days after receipt of Seller's notice refusing to cure, or the deemed refusal to cure, Purchaser shall elect as its sole remedy to either: (i) terminate this Agreement by giving written notice thereof to Seller, in which event: (a) this Agreement shall thereupon be of no further force and effect; and (b) no party hereto shall have any further rights, duties or obligations hereunder; or (ii) accept the title to the Property subject to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein. At closing, the Purchaser is to pay all premiums necessary to convert the title insurance



commitment to a Purchaser's title insurance policy in the full amount of the purchase price.

1.12 Survey. Purchaser may obtain at its expense, as soon as practical after the effective date, an ALTA/ACSM Survey according to Purchaser's specifications, complete with utilities, and showing the Property and the total acreage to the nearest 1/100th acre. Purchaser shall notify Seller in writing of any objections or defects to the Property revealed by the Survey. If Purchaser delivers notice of any such objections or defects, then Seller, within ten (10) days after receipt of such notice, shall either elect: (i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. Seller's failure to send written notice to Purchaser within such ten (10) day period electing to either not cure or attempt to cure such defects shall be deemed an election by Seller not to cure such defects. If Seller refuses to cure such defects Purchaser shall elect as its sole remedy to either: (i) terminate this Contract by giving written notice thereof to Seller, in which event no party hereto shall have any further rights, duties or obligations hereunder; or (ii) accept the survey to the Property subject to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein.

1.13 INTENTIONALLY OMITTED

1.14 Utilities. Purchaser shall confirm the availability of any and all utilities servicing the Property, including, without limitation, public water, sanitary sewer, storm sewer, electric, natural gas, and telephone and that each such utility service has sufficient capacity to serve the intended use by Purchaser.

1.15 Existing Leases. Seller will not amend, modify, extend, alter or terminate any existing lease, contract or agreement affecting the Property, or enter into any new lease, contract or agreement affecting the Property during the term of this Agreement. Notwithstanding this prohibition, Seller will be permitted to extend any expired or expiring lease on a month to month basis.

1.16 Flood Determination. Purchaser shall confirm that the Property is not within the 100-year flood plain as established by FEMA.

1.17 INTENTIONALLY OMITTED

1.18 Closing Date. Closing shall be on or before thirty (30) days following the end of the Inspection Period.

1.19 Closing Location. Closing shall take place at Hulsey, Oliver & Mahar, LLP or at such other location as chosen by Purchaser.

1.20 Title. There shall be conveyed at closing, good and marketable, fee simple title to the Property by limited warranty deed. Good and marketable fee simple title is hereby defined as title which is insurable by First American Title Insurance Company at its standard rates on an ALTA Owner's Policy. The Property shall be described according to survey obtained pursuant to Section 1.12 above.



1.21 Seller's Obligations at Closing. At Closing, Seller, at its sole cost and expense, shall deliver to the Purchaser the following:

- a) Limited Warranty Deed in recordable form conveying good, marketable and insurable title to the Property;
- b) A Non-Foreign Affidavit;
- c) Seller's Affidavit acceptable to Purchaser's title insurance company;
- d) Affidavit allowing Purchaser to properly comply with 1099 reporting requirements;
- e) Certification that there are no existing leases encumbering all or any portion of the Property;
- f) Written confirmation that any and all management and service contracts have been terminated, or assigned to Purchaser, at Purchaser's sole election;
- g) An executed closing statement (the "Closing Statement") setting forth in reasonable detail the financial transaction contemplated by this Agreement, including without limitation the Purchase Price, all prorations, the allocation of costs specified herein, and the source, application and disbursement of all funds. Purchaser shall be responsible for preparing the Closing Statement.

1.22 Purchaser's Obligations at Closing. At Closing, Purchaser, at its sole cost and expense, shall deliver to Seller the following:

- a) Immediately available funds payable to the Seller representing the cash portion of the Purchase Price, prorations and other items reflected on the closing statements;
- b) Such documents as are reasonably required to fully authorize the purchase of the Property by Purchaser and execution of all Closing documents;
- c) The Closing Statement.

1.23 Costs. Purchaser shall pay all costs and fees related to any title policy, title commitment, survey, appraisal, environmental audits and the recording of the deed. Seller shall pay any real estate transfer tax associated with the conveyance that may be imposed on the transaction. Seller and Purchaser shall pay the fees of their own attorneys for services related to the preparation and negotiation of this Agreement and the purchase and sale of the Property.

1.24 Prorations. Ad valorem taxes on the Property for the year of closing shall be prorated at Closing, effective as of the Closing Date, based on actual amounts, if known, and if not, then on the best available estimates thereof. Provided that Seller receives the Purchase Price, the date of closing will be attributable to Purchaser. If tax assessments for the Property for the current year are unavailable as of the Closing Date, said ad valorem taxes shall be prorated or adjusted based upon the immediately preceding tax year figures. The parties shall cooperate to transfer all utility services to the Property, effective as of the Closing Date; provided, however, Seller will be responsible for all charges applicable to the period prior to the Closing Date, and Purchaser shall be



responsible for all charges applicable to the period from and after the Closing Date. All taxes, assessments and charges due and payable with respect to the Property after Closing shall be the responsibility of Purchaser. The provisions of this Article shall survive closing.

Additionally, any and all rents and other operating expenses, if any, will be pro-rated at closing.

1.25 General Obligations of Purchaser and Seller. At Closing the Seller and Purchaser shall cause to be delivered such other instruments and documents as may be reasonable, necessary and appropriate to complete the Closing of this transaction.

1.26 Possession. Seller agrees to deliver possession of the Property to Purchaser on the Closing Date and after consummation and funding of the transaction described herein.

1.27 Default by Purchaser. If Purchaser fails to perform any of its obligations under this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Purchaser as herein expressly provided, Seller shall be entitled, as its sole remedy, to terminate this Agreement and receive the balance of the Earnest Money deposited by Purchaser as liquidated damages for the breach of this Agreement, it being agreed between the parties that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof.

1.28 Default by Seller. In the event that Seller fails to perform any of its obligations under this Agreement for any reason other than Purchaser's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, Purchaser shall be entitled, as its sole remedy to seek to enforce specific performance of Seller's obligation to do all things reasonably necessary to execute the documents required by this Agreement and to convey title to the Property to Purchaser. Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to file suit for specific performance against Seller on or before thirty (30) days following the date upon which Closing was to have occurred.

1.29 Condemnation. If, at any time prior to the Closing, any action or proceeding is filed or threatened under which the Property, or any portion thereof, may be taken pursuant to condemnation, then, at the option of Purchaser: (a) this Agreement shall terminate and the balance of the Earnest Money shall immediately be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder; or (b) this Agreement shall remain in full force and effect, and Seller, at the time of closing hereunder, shall transfer and assign to Purchaser all of Seller's right, title and interest in and to any proceeds received or which may be received by reason of such taking, or a sale in lieu thereof, said option to be exercisable by Purchaser by delivering to Seller written notice of such exercise on or before the fifteenth (15th) day following the date on which Purchaser receives from Seller written notice that such suit has been filed or is threatened, but in no event later than the date of closing hereunder. If Purchaser fails to

exercise said option within said fifteen (15)-day period, then Purchaser shall be deemed to have elected the alternative set forth in subsection (a) above.

1.30 Commissions. Purchaser and Seller each warrant and represent to the other that such party has not employed a real estate broker or agent in connection with the transaction contemplated hereby. Each party agrees to indemnify and hold the other harmless from any loss or cost suffered or incurred by it as a result of the other's representation herein being untrue. This provision shall survive the Closing or any termination of this Agreement.

1.31 Assignment. Neither party may assign this Agreement without the prior written consent of the other. Any such prohibited assignment shall be void. Notwithstanding the foregoing Purchaser shall be entitled to assign the rights of Purchaser to another entity controlled by the same owners created for the purpose of this transaction.

1.32 Entire Agreement. This Agreement embodies the entire agreement of the parties hereto and can be modified or varied only by a written instrument subscribed to by all parties hereto.

1.33 Time of Essence. Time is of the essence of this Agreement.

1.34 Notices. Any notice, request, demand, instruction, or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be deemed to be delivered upon receipt, if hand delivered or delivered by overnight delivery service, or upon deposit in certified mail, return receipt requested, addressed as follows:

If to the City: City of Gainesville
 Attention: Bryan Lackey
 300 Henry Ward Way
 Gainesville, GA 30501
 Phone 770-535-6860
 Email: blackey@gainesville.org

With a copy to: Hulseley, Oliver and Mahar, LLP
 Attention: Abbott S. Hayes, Jr.
 200 E. E. Butler Parkway
 Gainesville, GA 30501
 Phone: 770-532-6312
 Email: ash@homlaw.com

If to Seller: Davis & McGee, LLC
 Attention: Charles S. McGee, Registered Agent



6969 Fellowship Lane
Flowery Branch, GA 30542

1.35 Change of Address. The addresses and addressees for the purpose of this Article may be changed by either party by giving notice of such change to the other party in the manner provided for giving notice.

1.36 Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used as interpreting the meanings and provisions hereof.

1.37 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

1.38 Responsibility to Cooperate. All parties agree to take all actions and do all things reasonably necessary to fulfill the terms and conditions of this Agreement in good faith and in a timely manner. Purchaser and Seller shall execute and deliver such certifications, affidavits, and statements as are required at closing to meet the requirements of any lender(s) and of federal and state law.

1.39 Construction. The parties acknowledge that their attorneys have reviewed and negotiated the provisions of this Agreement; therefore, the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

1.40 Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Georgia, without regard to any conflicts of law doctrine of such state.

1.41 Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the Agreement of the parties.

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

IN WITNESS WHEREOF, this instrument has been executed in multiple copies of the dates set forth below, and each executed copy shall be deemed an original for all purposes.

Purchaser:

CITY OF GAINESVILLE



By: Bryan Lackey
Bryan Lackey, City Manager

Attest: Denise O. Jordan
Denise O. Jordan, City Clerk

Date: 12/1/2022

CITY SEAL
Approved as to form:
Abbott Swift Hayes, Jr.



Date: 12/1/2022

DAVIS & MCGEE, LLC

By: C. Sam McGee

Date: 11-30-22

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