



Mayor/Council Meeting Agenda
Tuesday, June 3, 2025, 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:

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Appointments

- A. Appointment: Ethics Committee
 - Reappoint Ruth Bruner

Minutes

- A. May 15, 2025 Work Session
- B. May 20, 2025 Mayor/Council Meeting

Resolutions

- A. BR-2025-19 Adoption of the FY2024 Annual Update to the CIE
- B. BR 2025-20 Authorization to Acquire Land and Easement Rights to Construct Candler Road/SR 60 Improvements at Old Candler Road
- C. BR-2025-21 Nutrition Services Provider Contract with Open Hand Atlanta, Inc.
- D. BR-2025-22 PNC Bank, National Association - Master Lease Purchase Agreement
- E. PR-2025-01 Hall Area Transit (HAT) Public Transit Agency Safety Plan

PUBLIC HEARING:

Annexation/Zoning Items

- A. **Public Hearing Item: June 3, 2025 Council Meeting**
(Tabled at the May 13, 2025 Planning and Appeals Board Meeting)
Request from **Bryan Brinson** to annex a 13.36± acres tract located at the southeast corner of the intersection of Old Cornelia Highway and East Ridge Road, having road frontage on the east and west side of I-985 (Lanier Parkway) (a/k/a **1376 East Ridge Road**), and to establish a zoning of Residential-II (R-II). **Ward Number: Three**. Tax Parcel Number(s): 15-033B-000-005. **Request: Residential townhomes.**

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: May 29, 2025
Date Submitted: May 30, 2025
Final Approval Date: May 30, 2025
Presenter: Sam Couvillon
Item of Business: Appointment: Ethics Committee

- Reappoint Ruth Bruner

Meeting Date: June 3, 2025

Purpose of Request:

The purpose of this request is to address the expired term position held by Ruth Bruner.

Facts & Issues / History & Background:

The Ethics Committee follows the guidelines of the City Charter and the Code of Ordinances. Members serve a four-year term. Ruth Bruner has confirmed a willingness to serve another term on the Ethics Committee. The verification process was completed with no concerns.

Department Recommendation:

To consider the nomination as submitted by the Mayor during the May 29, 2025 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. Ethics Committee Members - Local Appointments List_05262025103042

Ethics Committee

The purpose of this committee is to receive, review, investigate and determine if a complaint made against a city official is justified, frivolous, patently unfounded or fails to state facts sufficient to invoke disciplinary jurisdiction of the Council. The committee consists of five members appointed by Council for four-year terms, all of which shall be residents of the City. This Committee is referenced in the Code Book. The City Clerk is the primary contact.

Term of Office: 4 years

Contact: City Clerk Alisa Grayson

	Name:	Date Appointed:	Current Term Expiration Date:	
Ward 1	Johnny Nivens	06/22/2024	06/21/2028	FILLED
Ward 2	Darrell Rochester	06/22/2024	06/21/2028	FILLED
Ward 3	Linda Hutchens	07/06/2024	07/05/2028	FILLED
Ward 4	Ruth Bruner	01/01/2021	01/01/2025	EXPIRED
Ward 5	Vacant	10/05/2024	10/05/2028	VACANT



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: December 27, 2024
Date Submitted: June 2, 2025
Final Approval Date: June 2, 2025
Presenter: Alisa Grayson, City Clerk
Item of Business: May 15, 2025 Work Session
Meeting Date: June 3, 2025

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: December 27, 2024
Date Submitted: June 3, 2025
Final Approval Date: June 3, 2025
Presenter: Alisa Grayson, City Clerk
Item of Business: May 20, 2025 Mayor/Council Meeting
Meeting Date: June 3, 2025

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: May 29, 2025
Date Submitted: May 30, 2025
Final Approval Date: May 30, 2025
Presenter: Bryan Lackey, City Manager
Item of Business: BR-2025-19 Adoption of the FY2024 Annual Update to the CIE
Meeting Date: June 3, 2025

Purpose of Request:

To adopt the FY2024 Annual Update to the City's Capital Improvements Elements (CIE) component of the Comprehensive Plan.

Facts & Issues / History & Background:

The annual update is related to the City's Impact Fees program, and it serves as an annual audit per DCA requirements. The annual update to the CIE must be approved by DCA to maintain the City's "Qualified Local Government (QLG)" status. The transmittal document was approved by DCA with advisory comments that have been addressed.

Department Recommendation:

Approve the resolution.

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. BR-2025-19 Adoption of FY2024 CIE Annual Update
2. Exhibit A: FY24 CIE Annual Update Adoption

RESOLUTION BR-2025- 19

ADOPTION OF THE FY2024 ANNUAL UPDATE TO THE CIE

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

WHEREAS, the City of Gainesville, Georgia adopted on August 1, 2006 an amendment to the Gainesville Unified Land Development Code, titled **Article 9-19 Development Impact Fees**, to assist in the implementation of the Gainesville Impact Fee Program; and

WHEREAS, the governing body for the City of Gainesville updated its CIE for Public Safety and Parks and Recreation, and adopted it as an amendment to the Gainesville Comprehensive Plan on May 7, 2019; and adopted an amendment to the Gainesville Unified Land Development Code, titled **Article 9-19 Development Impact Fees**; and

WHEREAS, the City has prepared an annual update to the CIE in accordance with the "Development Impact Fee Compliance Requirements" and "Minimum Planning Standards and Procedures for Local Comprehensive Planning" established by the Georgia Planning Act of 1989, and a public hearing was held on Tuesday, March 4, 2025, at the **Public Safety Complex** in the **Municipal Court Room** in Gainesville, Hall County, Georgia to receive public comment on the FY24 CIE Update; and

WHEREAS, the Georgia Department of Community Affairs approved the City's FY2024 CIE Update transmittal document; and

WHEREAS, the said FY24 CIE Update report shall be included as part of this resolution as Exhibit A and shall consist of a financial report outlining impact fees collected versus those expended, an updated Capital Improvement Projects lists for Police, Fire and Parks/Recreation, and an updated Community Work Program.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby adopts the annual update of the Capital Improvements Element covering the five-year period 2024-2028, as per the requirements of the Georgia Planning Act of 1989.

Adopted this _____ **day of** _____, **2025.**

W. Samuel Couvillon

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:

Alisa Grayson, City Clerk



**FY 2024 Annual Update of the Capital Improvement
Element (CIE) & Community Work Program
(July 1, 2023 - June 30, 2024)**

City of Gainesville, Georgia

Adoption Document Prepared by:
City of Gainesville
Community & Economic Development Department

CITY OF GAINESVILLE		Annual Impact Fee Financial Report - FY2024*		
Public Facility	Police	Fire	Parks & Recreation	Total
Service Area (if more than one)	City-wide	City-wide	City-wide	City-wide
Impact Fee Fund Balance June 30, 2023	\$1,399,328.00	\$2,621,853.00	\$509,958.00	\$4,531,139.00
Impact Fees Collected (July 1, 2023 through June 30, 2024)	\$379,124.91	\$692,529.44	\$1,030,400.00	\$2,102,054.35
City Administrative Fees Collected				\$63,061.62
<i>Fee for Service from Hall County to Collect County Library Impact Fee^</i>				<i>\$5,770.38</i>
Accrued Interest**	\$59,049.66	\$105,490.18	\$16,715.85	\$181,255.69
Project Balance Returned to IF Funds^^				\$0
TOTAL FY24 BUDGET REVENUE =	\$438,174.57	\$798,019.62	\$1,047,115.85	\$2,352,142.04
(Impact Fee Refunds)				\$0
(Administrative Fees Refunds)				\$0
(City Administrative/Other Costs)***				(\$63,061.62)
(Budgeted vs Actual / Unrealized Losses)^^^	(\$2,242.00)	(\$55,508.00)	\$0.00	(\$57,750.00)
<i>(Fee for Service from Hall County to Collect County Library Impact Fee)^</i>				<i>(\$5,770.38)</i>
(Project Expenditures)				\$0
(Impact Fees Encumbered)	(\$1,500,000.00)	(\$3,037,214.00)	(\$800,000.04)	(\$5,337,214.04)
TOTAL FY24 BUDGET EXPENSES =	(\$1,502,242.00)	(\$3,092,722.00)	(\$800,000.04)	(\$5,463,796.04)
			TOTAL FY24 BUDGET BALANCE =	(\$3,111,654.00)
Impact Fee Fund Balance Ending June 30, 2024 [#]	\$335,260.57	\$327,150.62	\$757,073.81	\$1,419,485.00

(*) Indicates this annual report covers the last completed fiscal year - July 1, 2023 to June 30, 2024. The City of Gainesville Impact Fee Program began August 1, 2006.

(**) Indicates *Interest Revenue*, which is "bank interest earned from pooled cash balance"

(***) Indicates the 3% Administrative Fee collected was transferred to the General Fund to cover the costs associated with administering the City's Impact Fee program.

(^^^)^ Indicates the difference between "Budgeted/Projected" and "Actual" City Admin Fees collected. City's financial software system was set up to automatically transfer out on a monthly basis a set dollar amount based on the budget/projected of Admin Fees to be collected, but then Finance transferred out the "Actual" collected – so it appeared that we transferred out more Admin Fees than collected. To reconcile, Finance had to report "unrealized losses" per our CFO and per the City's auditor. This has been adjusted and will not occur moving forward; only "Actual" collected Admin Fees will be transferred out.

(#) Note that the ending fund balance reported matches Fund Balance reported in the FY24 ACFR. Any difference between the fund balance total and the Total Liabilities and Fund Balances is related to the accrual of an unrealized loss or rounding.

(^)^ Indicates a "fee for service" from Hall County to administer the collection of its County Library Impact Fee, per Resolution BR-2015-51 which authorized the IGA between the City and Hall County for the City to collect the County's Library Impact Fee on applicable City-issued permits. Said fee for service equals 3% and is transferred out to the General Fund.

(^^) Indicates that the balances from previous Capital Projects returned to IF Fund

Public Facility: Police								
Service Area: City of Gainesville								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage (%) Impact Fees Eligible^	Other Funding Sources	Impact Fees Expenditures	Impact Fees Encumbered	Status/Remarks
Public Safety Training Facility: Police Facility Phase II Architectural Design & Engineering for shoot house, training building with instructional classroom space & indoor weapons training simulator (@ 15% building construction costs)	2017	2025	\$390,000	20%	GF, LP, IG, SPLOST	\$0	\$0	Training building in design now. Construction delayed but expected to begin FY25/FY26.
Construct Phase II of Training Facility: Shoot House, Training Building with classroom space & Indoor Weapons Training Simulator	2020	2026	\$2,936,000	20%	GF, LP, IG, SPLOST	\$0	\$1,700,000	Training building in design now. Construction delayed but expected to begin FY25/FY26.
Total of Costs, Expenditures & Impact Fees Encumbered			\$3,326,000			\$0	\$1,700,000	

GF = General Fund
LP = Lease Proceeds
IG = Intergovernmental (Local, State, Federal)
SPLOST = Special Purpose Local Option Sales Tax
IF = Impact Fees

(*) Indicates that the CIE five-year period is based on Gainesville's fiscal year (July 1, 2023 through June 30, 2028).

(^) Project may be 100% Impact Fee eligible; however, limited funds collected through Impact Fees may not be sufficient to cover full cost of project and may require other funding to complete.

Public Facility		Fire						
Service Area:		City of Gainesville						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage (%) Impact Fee Eligible [^]	Other Funding Sources	Impact Fees Expenditures	Impact Fees Encumbered	Status/Remarks
Replacement rescue unit and equipment to replace current R-25	2022	2024	\$2,000,000	100%	Fire Fund, IF	\$0	\$0	Prebuild meeting 11-14/11-17. Estimated delivery date 8/25. Getting quotes for equipment list.
Fire Boat & Equipment: additional vehicle/equipment to the fleet for Lake Lanier water rescue & fire-fighting along the 47-miles of shoreline (some property on Lake Lanier has better, safer access from the Lake due to terrain)	2023	2024	\$580,000	100%	Fire Fund, Grants, IF	\$130,819	\$579,181	Oder submitted, initial 20% payment sent and received, two change orders processed and sent. Delivery date delayed, estimated 1/25. Have current project pics if needed.
Fire Station #5 in SE area (including land acquisition, architectural design/engineering & construction)	2024	2025	\$6,600,000	0%	Fire Fund, IF, SPLOST	\$0	\$0	Projected to release RFP CY2025
Equip Fire Station #5 with one pumper truck	2022	2025	\$815,000	100.00%	Fire Fund, IF	\$0	\$813,513	Order submitted and signed documents received on 12/2/22. No further update.
Fire Station #6 in NW area (including land, architectural design/engineering & construction)	2025	2026	\$5,450,000	90.80%	Fire Fund, SPLOST	\$0	\$0	Selected architect and completed first concept design. Waiting on site developer.
Equip Fire Station #6 with one pumper truck	2026	2029	\$900,000	100%	IF	\$0	\$0	Delayed - To be included in the FY27 CIP of the City's Budget
Fire Station #7	2028	2029	\$5,450,000	100%	IF, SPLOST	\$0	\$0	To be included in the FY28 CIP of the City's Budget
Public Safety Training Facility: Fire Training Facility/Burn Building & Driving Course for Firefighter Trainees	2024	2026	\$5,500,000	100%	Fire Fund, SPLOST & IF	\$0	\$5,224,428	Construction scheduled to begin 1/25 with 12-18 month window for completion.
Total of Costs, Expenditures & Impact Fees Encumbered			\$27,295,000			\$130,819	\$6,617,122	

GF = General Fund LP = Lease Proceeds IG = Intergovernmental (Local, State, Federal) SPLOST = Special Purpose Local Option Sales Tax IF = Impact Fees
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([^]) Project may be 100% Impact Fee eligible; however, limited funds collected through Impact Fees may not be sufficient to cover full cost of project and may require other funding to complete.

Public Facility:		Parks & Recreation						
Service Area:		City of Gainesville						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage (%) Impact Fee Eligible^	Other Funding Sources	Impact Fees Expenditures	Impact Fees Encumbered	Status/Remarks
City Park	2019	2020	\$1,006,000	100%	GF, SPLOST, Grants	\$1,002,775	\$0	Complete - New restrooms & playground improvements <u>completed</u> in March 2020.
East Side Greenway (Midtown to New Holland)	2016	2026	\$1,000,000	100%	GF, SPLOST, Grants	\$0	\$0	In Progress - CSX Transportation property purchased. GA INO Grant has been applied for to go toward design and construction. Working on right of way issues.
Flat Creek Multiuse Trail	2016	2025	\$850,000	100%	GF, SPLOST, Grants	\$0	\$0	In Progress - Part of Highlands to Islands Trail that links to Midland Greenway. <i>Georgia Recreational Trails Grant</i> not awarded in 2016. GHMPO hired ALTA to conduct a study to determine options for trail connection & design. Design concepts developed. Private business donation given in 2021. Currently in design and construction documents with Rochester and Associates. Construction completion estimate - late 2025.
Frances Meadows Center Park	2011	Future	\$2,990,750	100%	GF, SPLOST, Grants	\$0	\$0	Postponed - New outdoor pool and trail system to park plans (Future)
Holly Park	2014	2027	\$2,670,300	51%	GF, SPLOST, Grants	\$0	\$0	Reactivated - Concept plans completed. Discussions with US Army Corps of Engineers about construction and development. Environmental Impact Statement to be done in the next year.
Lanier Point Park	2015	2023	\$330,000	100%	GF	\$330,000	\$0	Complete - New playground, pavilion, and sidewalks completed in FY24.
Longwood Park	2019	2026	\$3,253,350	50%	GF, SPLOST, Grants	\$0	\$0	New concept plan for new pavilion and bridge replacement, playgorund, parking, etc.
Midland Greenway/Parks	2006	2024	\$7,118,583	69%	GF, SPLOST, Grants	\$1,740,000	\$0	In Progress - GDOT TE project construction of streetscaping and Phase II-trail was completed in 2021. Destination playground completed FY22, Engine 209 Park completed in FY23, new amphitheater/stage, restrooms, plaza, etc. to be completed in FY25. Transferred monies from Recreation Center due to costs for Greenway project elements.
Recreation Center	2025	2026	\$20,000,000	100%	GF, SPLOST, Grants	\$500,000	\$550,000	Development identified as part of new regional park to accommodate growth. Grants have been applied for and currently working toward land acquisition which should add 10+ acres. Monies for land acquisition and planning were moved to Midland Greenway project due to cost of that project in FY24. Recreation Center still in planning stages. \$750K added for planning in FY25.
Subtotal of Costs, Expenditures & Impact Fees Encumbered			\$39,218,983			\$3,572,775	\$550,000	

GF = General Fund SPLOST = Special Purpose Local Option Sales Tax Grants = TEA, CDBG, LWCF, etc. IF = Impact Fees

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(^*) Project may be 100% Impact Fee eligible; however, limited funds collected through Impact Fees may not be sufficient to cover full cost of project and may require other funding to complete.

Public Facility:		Parks & Recreation						
Service Area:		City of Gainesville						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage (%) Impact Fee Eligible^	Other Funding Sources	Impact Fees Expenditures	Impact Fees Encumbered	Status/Remarks
Skate Park	2019	2020	\$2,050,000	100%	GF	\$2,050,000	\$0	Complete - New Skate Park added near Midland Greenway. Opened March 2020. Added approximately 2 acres.
Youth Athletic Complex/Park	2015	2025	\$31,500,000	<1%	GF, SPLOST, Grants	\$839,132	\$0	In Progress - Allocated \$450,000 in IF in FY17 Budget for architectural / engineering / design. Initial studies & environmental assessments completed on proposed location. Additional \$323,744 from IF added for FY2020 for planning regarding new location. New location provides for new 89 acres. Construction began summer 2022, expected completion early 2025.
Greenway Lighting	2022	2027	\$1,200,000	20%	GF	\$200,000	\$0	Midland Greenway lighting near completion; working through construction documents to begin phasing of Rock Creek Greenway. Adding lighting to increase safety of residents as popularity of greenway continues to grow. First phase of Rock Creek Greenway complete in FY24. Second phase complete in FY25. Final phase planned for FY27.
Martha Hope Cabin Improvements	2022	2024	\$600,000	66%	GF	\$400,000	\$0	Complete in FY25 ; Planned renovations and new parking in FY24 as coordinated with adjacent City stormwater improvement project. To accommodate the increase in rentals at the cabin as well as the continued growth of Youth Athletics and the need for additional parking in City Park.
Parks Maintenance Building Expansion and Renovation	2022	2023	\$200,000	100%	GF	\$122,989	\$77,280	Expanding Maintenance Facilities in FY23. Renovations to existing facilities complete; Waiting on new Equipment Building until determine new site for Recreation Center.
Wessell Park Parking and Restrooms	2022	2025	\$800,000	40%	GF	\$300,000	\$0	Complete in FY25 - Added new parking lot and restroom facility.
Roper Park Expansion	2023	2026	\$1,500,000	7%	GF	\$100,000	\$0	Added new Sand Volleyball Courts; Pavilion, Parking Lot, etc. beginning in FY26. \$100K added from Impact Fees in FY25.
Aviation Park	2025	2026	\$2,200,000	10%	GF	\$0	\$0	New park on Highlands to Islands Trail that adds 21 acres. Concept designs in progress.
Total of Costs, Expenditures & Impact Fees Encumbered			\$79,268,983			\$7,584,896	\$627,280	

GF = General Fund SPLOST = Special Purpose Local Option Sales Tax Grants = TEA, CDBG, LWCF, etc. IF = Impact Fees

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(^*) Project may be 100% Impact Fee eligible; however, limited funds collected through Impact Fees may not be sufficient to cover full cost of project and may require other funding to complete.

City of Gainesville
Community Work Program FY2024 - FY2028

Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2024	2025	2026	2027	2028				
ADMINISTRATIVE SERVICES (Finance, Information Technology, Municipal Court)									
PROJECTS									
Improve Network Security - Implement and improve solutions to improve the City's network security to include the following: use of network monitoring software; accessibility controls; business continuity and recovery plans; prevention of unauthorized equipment on the network; outbound email filters and other data loss prevention measures	X	X	X	X	X	IT	\$250,000	All Funds	On-Going. Best prcties are being followed and several layers of mointoring/protections are in place
Modern-Day Technological Solutions - Ensuring that technological provisions of the City are up-to-date is necessary to provide quality services to our citizens. Improvements and upgrades to hardware and other equipment will be necessary	X	X	X	X	X	IT	\$710,000	All Funds	On-Going. We are continuing to implement best of breed technologies in order to both provide excellent services and safety to users and infrastructure.
CITY MANAGER'S OFFICE									
PROJECTS									
SDS Update - Update the Service Delivery Strategy in accordance with HB 489, in coordination with Hall County and other municipalities				X		CMO, Consultant	\$40,000	GF	
JAB Renovation - Renovate the Joint Administration Building to place related functions in a central location and thereby streamline City operations	X					CMO	\$5,000,000	GF	
Recodification - A comprehensive editorial analysis of existing codified ordinances that will generate an updated Code Book that eliminates conflicts and inconsistencies	X	X				CMO with assistance from all departments	\$50,000	GF	Completed
MCR Upgrade - Upgrade the Municipal Court Room to replace outdated audio/visual equipment and add technology to improve efficiency of meetings	X	X				CMO, Municipal Court, IT, Community Development	\$157,500	GF	Completed
Digital Messaging - Enhance public messaging with the installation of digital message boards at the entrances of the Administration Building	X	X				CMO	\$15,000	GF	Completed
Municipal Election - Biennial election of public officials (Mayor/Council Members for City of Gainesville and Board of Education Members for the Gainesville City School System) and address referendum questions as needed		X		X		CMO	Varies from \$10,000 to \$20,000 per election	GF	
Redistricting - Update voting/ward boundaries after census data is available		X	X			CMO	\$35,000	GF	Completed
Contract Management Software - Research and implement a solution to electronically prepare, review, approve, store, destroy, etc. contracts.			X	X		CMO with assistance from all departments	TBD	GF	
Economic Development - Develop key property in Downtown and Midtown through coordination with interested third-parties.	X	X	X	X	X	CMO with assistance from all departments	Varies	TAD, Private Funding, EDF	
Main Street Jail / City Midtown Block - Demolish the Main Street Jail and seek redevelopment opportunities.	X					CMO with assistance from all departments	\$500,000	GF	

City of Gainesville
Community Work Program FY2024 - FY2028

Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2024	2025	2026	2027	2028				
COMMUNICATIONS & TOURISM									
PROJECTS									
Promote Conventions and Tourism in Gainesville - Continue to promote convention and tourism business in Gainesville through marketing, advertising, and contacts	X	X	X	X	X	Communications & Tourism	\$125,000	HM	
Main Street Program - Maintain Main Street designation	X	X	X	X	X	Communications & Tourism	\$16,500	HM/Staff Time	
Citizen Education - Educate the public with bi-annual Citizen's Academy, website updates, social media	X		X		X	Public Relations	\$68,000	HM	
Increase Exposure- Produce council meeting videos, plus other videos/content highlighting various city services, departments, happenings, etc.	X	X	X	X	X	Public Relations	Staff Time	GF	
Greater Gainesville Sports Alliance – Establish the Greater Gainesville Sports Alliance. Create a marketing and execution plant o promote Gainesville as a premier destination for sports planners and enthusiast	X	X	X			Communications & Tourism	Staff Time	HM	
Redevelopment of Green Street Pool Site - redevelop as passive recreation area	X	X	X			Communications & Tourism	2,200,000	GF, Grants, SPLOST	On Hold
Renovation of Lake Lanier Olympic Park Boathouse- Demolition and rebuild the boathouse to a state of the art conference and paddling sports venue	X	X	X			C&T	21,000,000	HM	
Renovation of Historic City Hall- Renovation of Historic City Hall to a premier meeting space for City and Private use.		X				C&T	1.5M	GF and SPLOST	
Launch New Website – Upgrade City’s website to be more user friendly on front and back ends, implement City’s new branding; feature refreshed, more engaging content.						Public Relations	Staff Time		Complete
COMMUNITY DEVELOPMENT (Code Enforcement, Inspections, Planning, Special Projects & Neighborhood Development)									
PROJECTS									
Fair Street Neighborhood - McDonald Street buffer project	X					Special Projects & Private Contractor	\$60,000	CDBG	
Downtown/Midland Streetscapes - Streetscape planning, design & construction for: (1) "Moat" around CBD per Downtown Master Plan, (2) Midtown streetscapes along Main & Bradford Streets	X	X				Planning, Special Projects, PWD & DWR	\$1,000,000	GF, TE Funds, CDBG, Grants, Private Funds	
Midland Greenway Phase II - Complete Midtown Greenway from MLK to Industrial, including the WYE Trail Head/ Parker & Main Street Improvements	X					Special Projects, DWR, PWD, Parks/Recreation, Private Contractor	\$1,100,000	GF, TE Funds, IF	
Midland Greenway Phase III - Continue construction of Midtown Greenway from Industrial Blvd. to Queen City Parkway including the Palmour Drive Connector / Airport Trail	X	X	X			Special Projects, PWD, Parks/Recreation	\$500,000	GF, Grant, IF	

City of Gainesville
Community Work Program FY2024 - FY2028

Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2024	2025	2026	2027	2028				
Midland Greenway Phase IV - Study feasibility and construction of Midtown Greenway east extension and the Norfolk Southern Depot Park	X	X	X	X		Special Projects, PWD, Parks/Recreation, GHMPO	\$1,000,000	GF, Grant, IF, TAD	
Comprehensive Plan Update - Complete the 5-year/major update to the Comprehensive Plan	X					Planning, Consultant	\$150,000	GF	
Unified Land Development Code Update - Update the ULDC based on recommendations from the Comprehensive Planning process	X	X	X			Planning & Consultant	TBD	GF	
Local Historic Designation & National Register Updates - Implement recommendations in the Historic Resources Structural Survey Report for local designation and National Register Updates	X	X				Special Projects, Consultant	\$20,000	GF & Grants	
Infill Housing Strategy - Establish Land Bank Authority; economic incentives to assist in removal of slum/blight & dilapidated buildings; in-town/downtown density bonuses	X	X	X			Planning, Special Projects/ Neighborhood Development	Staff Time	GF, Grant	
Impact Fee/CIE Update - City needs to update Impact Fee Plan that was done originally in 2006, due to the City's growth since that time					X	Planning, Special Projects, Consultant	\$40,000	GF & IF	
Atlanta Highway Corridor Plan - Complete master plan for Atlanta Highway corridor	X	X				Planning, Special Projects & CVIOG	\$30,000	GF	
Create Quality Affordable Workforce Housing - Acquire property and/or construct single-family homes for homeownership by income-eligible persons	X					Planning, Special Projects, Consultant	\$1,255,000	HOME, CHIP & CDBG Grants	
Release an RFP for a Master Developer for Lakeshore Mall, Budgetel, and the Gainesville Mill area to begin the process of redeveloping these areas	X	X				Planning	Staff Time	GF	
COMMUNITY SERVICE CENTER (Community Outreach, Hall Area Transit, Home Based Family Support, Meals on Wheels, Senior Center)									
PROJECTS									
Funding Sources - Diversify the funding stream for the CSC, to include identifying and implement new fundraising efforts	X	X	X	X		CSC	Staff Time	Grants, Private Funds	On-going
Launch new WeGo Microtransit Vanpool Service within the City of Gainesville in 2020 and in Hall County in 2021. Sunset Dial-A-Ride Service in 2021.	X	X				HAT	\$975,000	Grants, IG Cares Act	Complete
FIRE									
PROJECTS									
Traffic Preemption System - Install a traffic preemption system for all traffic light intersections within the City allowing for a safer and more efficient response.	X	X	X	X	X	Fire	\$35,000	Fire Fund	3 intersections per year for access to the trauma center
Replacement rescue unit and equipment to replace current R-25		X	X	X		Fire	\$2,000,000	Fire Fund, IF	Ordered

City of Gainesville
Community Work Program FY2024 - FY2028

Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2024	2025	2026	2027	2028				
Construct New Fire Station #5 - Construct a three (3) bay station to house a total of 12 personnel. Apparatus would include one (1) engine company and one (1) ladder company. To be located in the east central area of the City.		X				Fire	\$7,800,000	SPLOST VIII & IF	
Construct New Fire Station #6 - Construct a two (2) bay station to house a total of 8 personnel. Apparatus would include one (1) engine company and one (1) rescue company. To be located in the west central area of the City.				X		Fire	\$4,800,000	Fire Fund, SPLOST & IF	
Engine 24 Replacement - Replacement of Engine 24	X					Fire	\$740,000	Fire Fund & LP	Completed
Engine 23 Replacement - Replacement of fire engine 23		X				Fire	\$740,000	Fire Fund & LP	Completed
Fire Boat & Equipment Plus Dock - Additional vehicle/equipment to the fleet for Lake Lanier water rescue & fire-fighting along the 47-miles of shoreline with enclosed dock storage.			X	X		Fire	\$670,000	Fire Fund, IF	
Equip Fire Station #5 with one pumper truck		X	X	X		Fire	\$900,000	Fire Fund, IF	Ordered
Equip Fire Station #6 with one pumper truck					X	Fire	\$900,000	Fire Fund, SPLOST, IF	
GOLF COURSE									
PROJECTS									
Golf Training & Introduction Program - Institute a program to provide an Introduction to Golf for schools and interested citizens, including golf lessons.	X	X	X	X	X	Golf Course	\$50,000	GF	
Club House - Develop plans for a new or renovated Club House, to include area for cart storage.	X					Golf Course	\$315,000	GF, Tournament Proceeds	
Range Renovations - Design and construct renovations to the driving range.		X	X			Golf Course	\$500,000	GF, Fee Revenues	
Maintenance Building - Develop plans for a new or renovated maintenance building.	X	X				Golf Course	\$175,000	GF, Tournament Proceeds	
Bent Grass Conversion - Convert course greens from Bent Grass to Champion Grass.			X	X		Golf Course	\$500,000	GF, Private Donations	
Golf Course Drainage Improvement - Construct a ditch to the right of #4 cart path to divert water from the fairway to the drainage pipe and redirect water from the fairway.	X					Golf Course	\$12,000	GF, Friends of Chattahoochee	
HUMAN RESOURCES									
PROJECTS									
Perform a multi-year HR Audit - Review all processes and policies to ensure compliance with legal requirements, and evaluate the adequacy and effectiveness of each. Identify areas that can be streamlined or carried out more efficiently through the use of technology .	X	X	X	X	X	HR	Staff/Legal Time \$5,000	GF	On-going. We are continuing to review policies and procedures every year to ensure compliance with all local, state and federal requirements.

City of Gainesville
Community Work Program FY2024 - FY2028

Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2024	2025	2026	2027	2028				
PARKS AND RECREATION									
PROJECTS									
East Side Greenway (Midtown to New Holland)	X	X	X			Parks & Recreation	\$1,000,000	GF, IF, SPLOST, Grants	In Progress - CSX Transportation property purchased. Working through quiet title issues and brownfield application.
Flat Creek Multiuse Trail	X	X	X			Parks & Recreation	\$850,000	GF, IF, SPLOST, Grants	In Progress - Part of Central Hall Trail that links to Midland Greenway. 95% construction documents and awaiting final approvals from GDOT before preparing for bid process.
Park Amenity Replacements - Replace and upgrade program for all system park amenities such as benches, picnic tables, trash receptacles, pavilions, fishing piers, signage, etc.	X	X	X			Parks & Recreation	\$100,000	FB, GF, SPLOST, Bonds, Grants	In progress
Park Restroom Renovations - Renovate & upgrade all park restroom facilities - Candler Fields & Longwood Park Tennis Courts (new)	X	X	X	X		Parks & Recreation	\$275,000	FB, GF, SPLOST, Bonds, Grants	Restroom facility at Wessell Park complete. Longwood, Roper, and Candler next.
Rental Facilities Equipment Replacement - Chair and Table Replacements at all rental facilities	X	X				Parks & Recreation	\$75,000	FB, GF, SPLOST	Complete
Playground Replacement - Phase II replacement of 20+ year old playground equipment in parks - Next Phase: Riverside, City Park , Lanier Point, and Longwood (Upper)	X	X				Parks & Recreation	\$350,000	FB, GF, SPLOST, Bonds	Complete
Youth Athletic Complex - More field space is needed due to growth in youth athletics	X	X	X			Parks & Recreation	\$11,500,000	GF, IF, SPLOST, Grants	In Progress - Completion expected in March 2025
Park Trail Maintenance - Repair and or replace uneven and broken concrete walkways, wooden bridges and boardwalks in the parks	X	X	X	X	X	Parks & Recreation	\$150,000	GF, private Donations	Bridge being replaced in Longwood Park in FY26.
New Parks Master Plan - A 10-year update of the Parks Master Plan is needed.	X					Parks & Recreation	\$150,000	FB, GF	Complete
Dog Park - Addition of a off lease play area for dogs in the parks.				X		Parks & Recreation	\$50,000	FB, GF, SPLOST, Bonds, Grants	Expanding Dog Park at Midland Greenway in FY25.
Park Community Gardens - Study and construct at least one area for community gardens within park system	X		X			Parks & Recreation	\$10,000	FB, GF, Grants	Delayed
Disc Golf Course - Study and construct a Disc Golf Course at Youth Athletic Complex			X			Parks & Recreation	\$22,000	FB, GF, SPLOST, Bonds, Grants	Complete - 18 hole Disc Golf Course was added at Wessell Park instead of the Youth Athletic Complex.
Park Parking Lots - Repave or resurface park parking lots: Lanier Point; Clarks Bridge; Wilshire Trails; The Rock; Longwood; Holly; Myrtle; Kenwood; City Park; and Candler	X	X				Parks & Recreation	\$150,000	FB, GF	
Frances Meadows Center Park Improvements - Construct trail system as designed around the Frances Meadows and Gainesville Middle School complexes; construct outdoor pool addition for general and lap swimming	X	X	X	X	X	Parks & Recreation	\$2,990,750	GF, IF, SPLOST, Grants	Delayed
Skate Park - Study and construct a public skate park	X					Parks & Recreation	\$2,050,000	GF, IF	X

City of Gainesville
Community Work Program FY2024 - FY2028

Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2024	2025	2026	2027	2028				
Civic Center Renovations Concept and Implementation - Customer service issue	X	X	X			Parks & Recreation	\$936,000	FB, SPLOST	Adding a backup generator.
VSI Upgrades - Recreation management software upgrades	X					Parks & Recreation	\$55,000	GF, FB	Complete
Lanier Point Athletic Complex Improvements - Dugout, Landscaping, Building (windows, swings, etc.) & Pavilion, Playground, Batting Cages & Safety Netting, etc.	X	X	X			Park & Recreation	\$725,000	GF, IF, SPLOST, Grants	Complete
City Park Baseball Concession & Restroom Building Replacement	X					Park & Recreation	\$850,000	GF, FB	Complete
Park Signage - Match new City standard	X	X				Parks & Recreation	\$750,000	GF, FB	Complete
Midtown Greenway Extension & Improvements	X	X	X	X		Parks & Recreation	\$3,419,000	IF, FB, SPLOST, GF	In Progress - New Train Park, destination playground, and bollard lighting are complete. New amphitheater/stage, and plaza are in progress.
Midland and Rock Creek Greenway Lighting		X	X			Parks & Recreation	\$400,000	GF, IF	Midland is complete; Rock Creek is in progress.
Recreation Center Planning - in new regional park at Allen Creek				X	X	Parks & Recreation	\$15,000,000	GF, IF, SPLOST, Grants	Ongoing - Development identified as part of new regional park to accommodate growth. \$550,000 encumbered for planning
Athletic Field Fencing - Refencing at City Park, Candler, and Lanier Point			X	X	X	Parks & Recreation	\$140,000	GF, FB	Delayed
Competitive Swimming Timing System	X	X				Parks & Recreation	\$35,000	GF, FB	Complete
Lake Lanier Olympic Park - Park Improvements	X					Parks & Recreation	\$250,000	SPLOST	N/A
Frances Meadows Fitness Center Improvements		X	X			Parks & Recreation	\$225,000	GF, FB	Complete
Frances Meadows Pools Resurfaced						Parks & Recreation	\$300,000	GF, FB	In Progress; also replacing diving blocks for competitive swimming.
Tennis Courts Resurfaced at Longwood and City Park	X					Parks & Recreation	\$35,000	GF, FB	Complete
Civic Center Security Cameras Replaced			X			Parks & Recreation	\$55,000	GF, FB	Complete
Civic Center Portico Added	X					Parks & Recreation	\$150,000	GF, FB	Delayed
Sport Field Lighting Upgrades to LED		X	X	X		Parks & Recreation	\$995,000	GF, FB	Complete except for Longwood Tennis Courts, which are planned for FY26
New Maintenance Building			X			Parks & Recreation	\$100,000	GF, FB	Delayed pending possible Rec Center locations.
Kenwood Playground Added	X					Parks & Recreation	\$45,000	GF, FB	Complete
Longwood Park					X	Parks & Recreation	\$2,253,350	GF, IF, SPLOST, Grants	In Progress - awaiting final approval and award of LWCF Grant Funding.
Myrtle Street Sports Field with lights		X				Parks & Recreation	\$100,000	GF, FB	Complete
Martha Hope Cabin Improvements		X	X			Parks & Recreation	\$1,200,000	GF, IF	Complete

City of Gainesville
Community Work Program FY2024 - FY2028

Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2024	2025	2026	2027	2028				
Wessell Park Parking				X	X	Parks & Recreation	\$800,000	GF	Complete
Roper Park Improvements			X	X	X	Parks & Recreation	\$350,000	GF, IF	In Progress - adding 2 sand volleyball courts, pavilion, parking, and updating restrooms.
Dogwood Pavilion Replacement (Longwood Park)		X	X	X		Parls & Recreation	\$1,600,000	GF, FB, Grants	In Progress - Concept complete with construction documents in the works.
Aviation Park			X	X	X	Parls & Recreation	\$2,000,000	GF, FB, Grants	In Progress - Developing concept plans including parking, pavilion, playground, pickleball courts, etc.
POLICE									
PROJECTS									
Police Training Facility, Phase II - Construct Phase II of the police training facility which includes a shoot house, a training building with instructional classroom space, and indoor weapons training simulator	X	X				Police	\$3,326,000	GF, LP, IG, SPLOST	Currently Under Design
PUBLIC WORKS									
PROJECTS									
Lee Gilmer Airport Improvements - Undertake projects as recommended in the airport capital improvement plan	X					Airport	\$13,625,000	GF, Airport, GDOT, FAA, Grants	
Road Improvement Programs - Conduct programs in accordance with the road maintenance plan to improve the 1402.7 miles of City streets that are rated on an annual basis. Programs include resurfacing, patching, full depth reclamation, rubberizations and in-house paving program	X	X	X	X	X	PW Engineering, Streets, GDOT	\$13,625,000	GF, FB, IG, CIP, LMIG, GDOT	
Sidewalk Improvements - Install sidewalks in accordance with the City's sidewalk improvement plan	X	X	X	X	X	PW Engineering	\$1,000,000	GF, Grants	
Thermoplastic Restriping - Perform thermoplastic restriping on certain classified City streets to meet Federal compliance mandates	X	X	X	X	X	Traffic Engineering	\$50,000	GF, LMIG	
Citywide Traffic Calming - Continue traffic calming measures including speed tables, pedestrian crossings, signage, equipment, and related expenses	X	X	X	X	X	Traffic Engineering	\$220,000	GF	
Interchange Beautification - New landscaping at Exit 20 (I-985 & Queen City Parkway)	X	X				PW Engineering	\$600,000	GF, Chamber of Commerce, Private Donations	
Transportation Improvement Program - Conduct programs in accordance with the transportation master plan to improve the infrastructure, intersections and traffic conditions within the City.	X	X	X	X	X	Traffic Engineering	\$15,000,000	GF, FB, IG, CIP, GDOT, Grants	

City of Gainesville
Community Work Program FY2024 - FY2028

Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2024	2025	2026	2027	2028				
Prior Street-Jesse Jewell Intersection Improvement - Add a southbound left turn lane on Prior at Jesse Jewell	X					PW Engineering	\$75,000	GF, GDOT	
Park Hill Drive and South Enota Drive Intersection Improvements - Improve the capacity of the intersection by development of a design for potential improvements, upgrading traffic signals, adding necessary turn lanes according to the design, purchasing right of way, and installing pedestrian signals to meet State ADA mandates	X					PW Engineering	\$350,000	GF, GDOT	
Bradford and Washington Streetscapes - Make improvements to Bradford St from Washington St to Academy St and Washington St from EE Butler Pkwy to Bradford St	X					PW Engineering	\$150,000	GF	
Thermoplastic Crosswalk Improvements - Install decorative thermoplastic crosswalks at 5 intersections. EE Butler Pkwy/Spring St, EE Butler Pkwy/Washington St, Jesse Jewell Pkwy/Bradford St, Jesse Jewell Pkwy/Main St and Jesse Jewell Pkwy/West Academy St	X					PW Engineering	\$350,000	GF	
E.E. Butler Pkwy at MLK Jr Blvd; Athens Street at MLK Jr Blvd Intersection improvement		X				PW Engineering	\$1,250,000	GF, FB, IG, CIP, GDOT, Grants	
Operations Manual - Develop operations manual for all Public Works divisions, including annual updates.	X	X	X	X		PW Engineering	Staff Time	GF	
Intelligent Transportation System Evaluation & Implementation to provide interconnectivity to GDOT - Connect various Intelligent Transportation Systems (ITS) that are located throughout the City into a central location that will enable a constant link of communication to our major corridor's traffic signals and eventually permit internet users the ability to access traffic cameras through the GDOT website	X					Traffic Engineering	\$175,000	GF	
Intelligent Transportation System Intersection Improvements - Install Intelligent Transportation System at all major intersections within the City	X					Traffic Engineering	\$100,000	GF	
Jesse Jewell Parkway at Auburn Avenue Intersection Improvement - add an eastbound Jesse Jewell right-turn lane.	X					Traffic Engineering	\$140,000	GF	
Browns Bridge Road at West End Avenue Intersection Improvement - add a westbound Browns Bridge right-turn lane.	X					Traffic Engineering	\$450,000	GF	
Jesse Jewell Pkwy at EE Butler Pkwy Intersection Improvement - extend the eastbound Jesse Jewell right-turn lane from the pedestrian bridge to EE Butler Parkway.	X					Traffic Engineering	\$280,000	GF	
Bridge Maintenance Program - Perform maintenance on the City's bridge infrastructures	X					PW Engineering	\$75,000	GF	
Asphalt Preservation Program - Utilize crack seal and other pavement preservation methods	X					PW Engineering	\$25,000	GF	

City of Gainesville
Community Work Program FY2024 - FY2028

Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2024	2025	2026	2027	2028				
Roadway Beautification Program - Improve the condition and appearance of the Rights-of-ways and medians throughout the City	X	X				Landscape Management	\$200,000	GF	
Construct new Public Works Complex - Construct new complex for Public Works divisions of Vehicle Services, Traffic, Streets and Solid Waste	X					PW Engineering	\$8,000,000	GF, SPLOST	
Cemetery Expansion - Open additional section of Alta Vista Cemetery			X			Cemetery	TBD	CTF	
Green Hill Circle Connector - Extend Green Hill Cir to connect to Shallowford Dr to improve traffic operations near along the Dawsonville Hwy corridor.	X	X				PW Engineering	TBD	SPLOST	
Green Street Study Implementation - Construct the improvements to Green St identified in the Green Street Improvement Feasibility Study.	X	X	X	X		PW Engineering	TBD	GF	
City Park Roundabout - Design a roundabout at the intersection of Memorial Dr / Glenwood Dr / Prior St.	X	X	X	X		PW Engineering	TBD	GF	
Davis Street Extension - Extend Davis St from its current terminus at Wills St to Queen City Pkwy.	X					PW Engineering	TBD	CDGB	
Oak Tree Drive / SR 60 Connector Improvements - Construct improvements along Oak Tree Dr and Riverside Dr.	X	X	X	X		PW Engineering	TBD	GF, GTIB, GDOT	
Upgrade MLK Jr. Boulevard to a "complete street" focused on pedestrian improvements, from Queen City Parkway to E. E. Butler Parkway.			x			PW Engineering	TBD	GF, TAP, IF	Candidate project
Expand the Midland Greenway along the unused CSX interchange track right-of-way to connect to Fair Street Neighborhood and New Holland.			x			Special Projects, PWD, Parks/Recreation	TBD	GF, TAP, IF	Candidate project
Multi-Use Trail - Connect existing trail from Longwood Park along Pearl Nix Pkwy to Lakeshore Drive and connect to Lakeshore Mall.			x			Special Projects, PWD, Parks/Recreation	TBD	GF, TAP, IF	Candidate project
Multi-Use Trail - Connect Existing Wilshire Trails along Pearl Nix Pkwy to John W Morrow Jr Pkwy.		x				Special Projects, PWD, Parks/Recreation	TBD	GF, TAP, IF	Candidate project
Study traffic operations / signalization at the Enota Avenue and Virginia Avenue intersections to improve pedestrian safety.		x				Traffic Engineering	TBD	GF	Candidate project
Assess prior Green Street / Park Hill Drive intersection improvement concepts for future applicability.			x			Traffic Engineering	TBD	GF	Candidate project
Add connection to Linwood Nature Preserve off Crystal Dr./Springview Dr.					x	PW Engineering	TBD	TBD	Candidate project
Provide better pedestrian accessibility and safety along Browns Bridge Road through improved sidewalks / streetscapes, bike lanes, limited curb cuts, better lighting, and street trees.			x			PW Engineering	TBD	TBD	Candidate project
Connect Alta Vista Cemetery, Longwood Park, and Lakeshore Mall area by connecting them to the Wilshire Trails and the Midland Greenway through new multi-use trails.					x	Planning, Special Projects, PWD, Parks/Recreation	TBD	TBD	Candidate project

City of Gainesville
Community Work Program FY2024 - FY2028

Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2024	2025	2026	2027	2028				
Install sidewalks and other pedestrian and bicycle improvements along Pearl Nix Parkway.		x				PW Engineering	TBD	GF, Grants	Candidate project
Provide for better and safer pedestrian connections across John Morrow Parkway, especially at the Pearl Nix Parkway intersection.		x				Traffic Engineering	TBD	TBD	Candidate project
Multi-Use Trail: Connect Midland Greenway to Lakeshore Mall through Budgetel Redevelopment Area.			x			Special Projects, PWD, Parks/Recreation	TBD	TBD	Candidate project
Add Pedestrian Crossing at the intersection of Queen City Pkwy and Summit St for trail connection from Midland Greenway to Budgetel Redevelopment area (trail through Armour St).				x		PW Engineering	TBD	TBD	Candidate project
Add sidewalks along Limestone Parkway.		x				PW Engineering	TBD	GF, Grants	Candidate project
Improve the street environment to enhance walkability at Jesse Jewell Parkway in New Holland.					x	PW Engineering	TBD	TBD	Candidate project
Link Gainesville Mill to Midland Greenway via Phase III.				x		Special Projects, PWD, Parks/Recreation	TBD	GF, TAP, IF	Candidate project
Determine the feasibility of connecting the New Holland Mill to the Fair Street neighborhood with sidewalks along Myrtle Street.		x				Planning, PW Engineering	TBD	GF, Grants	Candidate project
Trail connection at Mundy Mill.					x	Special Projects, PWD, Parks/Recreation	TBD	GF, TAP, IF	Candidate project
Expand Dawsonville Highway to 3 lanes in each direction between Shallowford Rd. and Ahaluna Dr.					x	PW Engineering	TBD	GF, GDOT	Candidate project
Multi-Use Trail in Gainesville Mill Redevelopment Area connecting Midland Greenway to existing trail on Marler Street to end of Marler Street.				x		Special Projects, PWD, Parks/Recreation	TBD	GF, TAP, IF	Candidate project
WATER RESOURCES									
PROJECTS									
Meter Maintenance Program - Continue program to replace aging water meters with new radio read meters and increase FlexNet coverage area.	X	X	X	X	X	Meter Services	\$4,750,000	Capital Project Fund	
Tank Maintenance Program - Annual maintenance of tanks within the water system, including inspection and painting	X	X	X	X	X	Engineering & Construction Services	\$2,800,000	Capital Project Fund	
Lift Station Improvement Program - Continue annual improvements on lift stations, as needed, to ensure capacity	X	X	X	X	X	Engineering & Construction Services	\$8,000,000	Capital Project Fund	
Water Treatment Plant Maintenance - Continue major maintenance projects at water treatment plants including electrical control upgrades and new VFDs for pumps	X	X	X	X	X	Engineering & Construction Services	\$35,000,000	Capital Project Fund & GEFA	
Water Main Extension/Maintenance/Improvement - Continue extensions, maintenance and improvements of water mains as needed	X	X	X	X	X	Engineering & Construction Services	\$8,500,000	Capital Project Fund	
Water & Sewer Utility Relocations - Relocate water & sewer mains as required by GDOT for transportation improvements	X	X	X	X	X	Engineering & Construction Services	\$37,000,000	Capital Project Fund & Bonds	

City of Gainesville
Community Work Program FY2024 - FY2028

Project						Responsible Party	Estimated Cost	Funding Source	Notes
	2024	2025	2026	2027	2028				
Sanitary Sewer Extension/Maintenance/Improvement - Continue replacement and rehabilitation program of the sanitary sewer system	X	X	X	X	X	Engineering & Construction Services	\$7,500,000	Capital Project Fund	
Water Reclamation Facilities Improvements - Improvements at Linwood - replacing membrane system and discharge pipe; and at Flat Creek- bar screen and aerator gears replacement and Primary Clarifiers project; and other maintenance projects	X	X	X	X	X	Engineering & Construction Services	\$58,000,000	Capital Project Fund/GEFA	
Sewer System Extension Program - Continue extensions of sanitary sewer as needed	X	X	X	X	X	Engineering & Construction Services	\$1,250,000	Capital Project Fund	
Manhole Lining Rehabilitation/Improvements - Install manhole lining & other improvements to reduce inflow & infiltration	X	X	X	X	X	Engineering & Construction Services	\$250,000	Capital Project Fund	
Stormwater Planning - Conduct stormwater planning throughout the City to include identifying future capital projects, needed maintenance, and evaluation of funding sources.	X	X	X	X	X	Stormwater	\$1,000,000	SPLOST	
Storm Drainage Improvement Program - Install, repair, and/or reconstruct stormwater drainage facilities at various locations throughout the City as identified by staff and the Stormwater Capital Improvements Plan	X	X	X	X	X	Stormwater	\$4,900,000	SPLOST	
Water System Master Plan and Hydraulic Modeling - Long range plan for improvements needed in the water distribution system and Water Treatment Plants	X		X	X		Engineering & Construction Services	\$1,000,000	Capital Project Fund	
Wastewater System Master Plan - Long range plan for improvements needed in the wastewater collection system and Water Reclamation Facilities	X			X		Engineering & Construction Services	\$1,000,000	Capital Project Fund	
Asset Management Implementation - Program to identify and track condition of DWR assets for comprehensive replacement/rehab schedule	X	X	X	X	X	Engineering & Construction Services	\$1,500,000	Capital Project Fund	
Athens Highway Sanitary Sewer Extension - Extension of the City's sanitary sewer collection system along the Athens Highway corridor	X	X	X			Engineering & Construction Services	\$32,600,000	Capital Project Fund	
Clarks Bridge Road Lift Station - to serve the upgraded Olympic Rowing Venue		X	X			Engineering & Construction Services	\$2,500,000	Capital Project Fund	
Squirrel Creek Sanitary Sewer Improvements - Replacement of the City's sanitary sewer lift station that serves the Thompson Bridge corridor	X	X	X			Engineering & Construction Services	\$26,400,000	Capital Project Fund	
IT Upgrades - Replacement and upgrade of Information Technology (IT) assets to ensure reliability and security of the Department's water and wastewater operations	X	X	X	X	X	Engineering & Construction Services	\$1,250,000	Capital Project Fund	
Flat Creek Watershed Improvements - Improvements to the Flat Creek Ecosystem from Banks Street to Parker Street	X	X				Engineering & Construction Services	\$3,100,000	Capital Project Fund	



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: May 29, 2025
Date Submitted: May 30, 2025
Final Approval Date: May 30, 2025
Presenter: Bryan Lackey, City Manager
Item of Business: BR 2025-20 Authorization to Acquire Land and Easement Rights to Construct Candler Road/SR 60 Improvements at Old Candler Road
Meeting Date: June 3, 2025

Purpose of Request:

The purpose of this request is to authorize the acquisition of property and easement rights needed for the Candler Road/SR 60 Improvements at Old Candler Road project.

Facts & Issues / History & Background:

Department Recommendation:

Adopt the resolution.

Department Director:

Chris Rotalsky

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

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2025-20 Authorization to Acquire Land and Easement Rights Needed to Candler Road-SR 60 Improvements at Old Candler Road
2. Exhibit A: Plans - Gainesville Old Candler Road Improvements

RESOLUTION BR-2025-20

AUTHORIZATION TO ACQUIRE LAND AND EASEMENT RIGHTS NEEDED TO CONSTRUCT CANDLER ROAD/SR 60 IMPROVEMENTS AT OLD CANDLER ROAD

WHEREAS, the City of Gainesville has determined that it is necessary and in the public interest to acquire certain tracts of land as part of a Project known as the Candler Road/SR 60 Improvements at Old Candler Road Project (the "Project"), immediately and without delay, said project and the swift construction of said project being in the public interest of the citizens of the City of Gainesville; and

WHEREAS, Article 9, Section 2, Paragraph 5 of the Georgia Constitution authorizes municipalities to exercise the power of eminent domain for any public purpose; and

WHEREAS, the Project is for public transportation purposes involving the safe and efficient management of traffic in the area of Candler Road and Old Candler Road in the City of Gainesville, and construction of the Project will result in reduced delays, improved traffic conditions, and will enhance the level of safety and the level of service which public roads in the area provide. In order to maintain the projected schedule of road construction, all required right-of-way and easements should be acquired without delay; and

WHEREAS, the Project and the land and easements needed to construct the Project are located in Candler Militia District (1385) in Hall County, Georgia, and shown on the Plans attached hereto as Exhibit "A", and incorporated herein by reference; and

NOW, THEREFORE, BE IT RESOLVED, and it is resolved, the City of Gainesville finds that the Project to construct the Candler Road/SR 60 Improvements at Old Candler Road is necessary to serve a public purpose, and in furtherance of that public purpose the City has determined to use its power of eminent domain to acquire certain property rights shown on the Plans attached as Exhibit "A" through the condemnation process in the event that the necessary property rights cannot be acquired by voluntary negotiation and sale. The acquisition procedure shall proceed under Title 32 of the Official Code of Georgia, as the project schedule of completion requires acquisition of all parcels quickly, and without delay. Time is of the essence; and

IT IS FURTHER RESOLVED, that the City Manager of the City of Gainesville, and the employees and agents of the City of Gainesville, may negotiate for and acquire the property needed for the Project by gift, sale, or condemnation, and that the City Attorney and the employees and agents of the City of Gainesville, are hereby directed to prepare the necessary deeds, easements, closing documents, petitions, declarations of taking, orders, and any other documents required to effectuate the foregoing; that all actions taken and easements acquired for the Project by the Mayor, City Manager, employees and agents of the City of Gainesville, and City Attorney's office which have heretofore occurred, are hereby ratified; and

IT IS FURTHER RESOLVED, that the Mayor and City Council of the City of Gainesville, the City Manager, the City Attorney, and the employees and agents of the City of Gainesville, are authorized to sign any of the documents referenced in the preceding paragraph on behalf of the City of Gainesville, Georgia to complete the acquisition of the property required for the Project; and

IT IS FURTHER RESOLVED, that the Mayor and City Council of City of Gainesville hereby approve the location of the Project by Resolution, and that said location of the Project be advertised in the legal organ of the County, commencing immediately, for four consecutive weeks, and that the plans be kept on file at the City of Gainesville Public Works Department, and that any interested party may obtain a copy of same by writing to the City of Gainesville Public Works

RESOLUTION BR-2025-20

**AUTHORIZATION TO ACQUIRE LAND AND EASEMENT RIGHTS NEEDED TO
CONSTRUCT CANDLER ROAD/SR 60 IMPROVEMENTS AT OLD CANDLER ROAD**

Department at 300 Henry Ward Way, Suite 302, P.O. Box 2496, Gainesville, GA 30503, and paying a nominal cost therefor.

Adopted this _____ day of _____, 2025.

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.

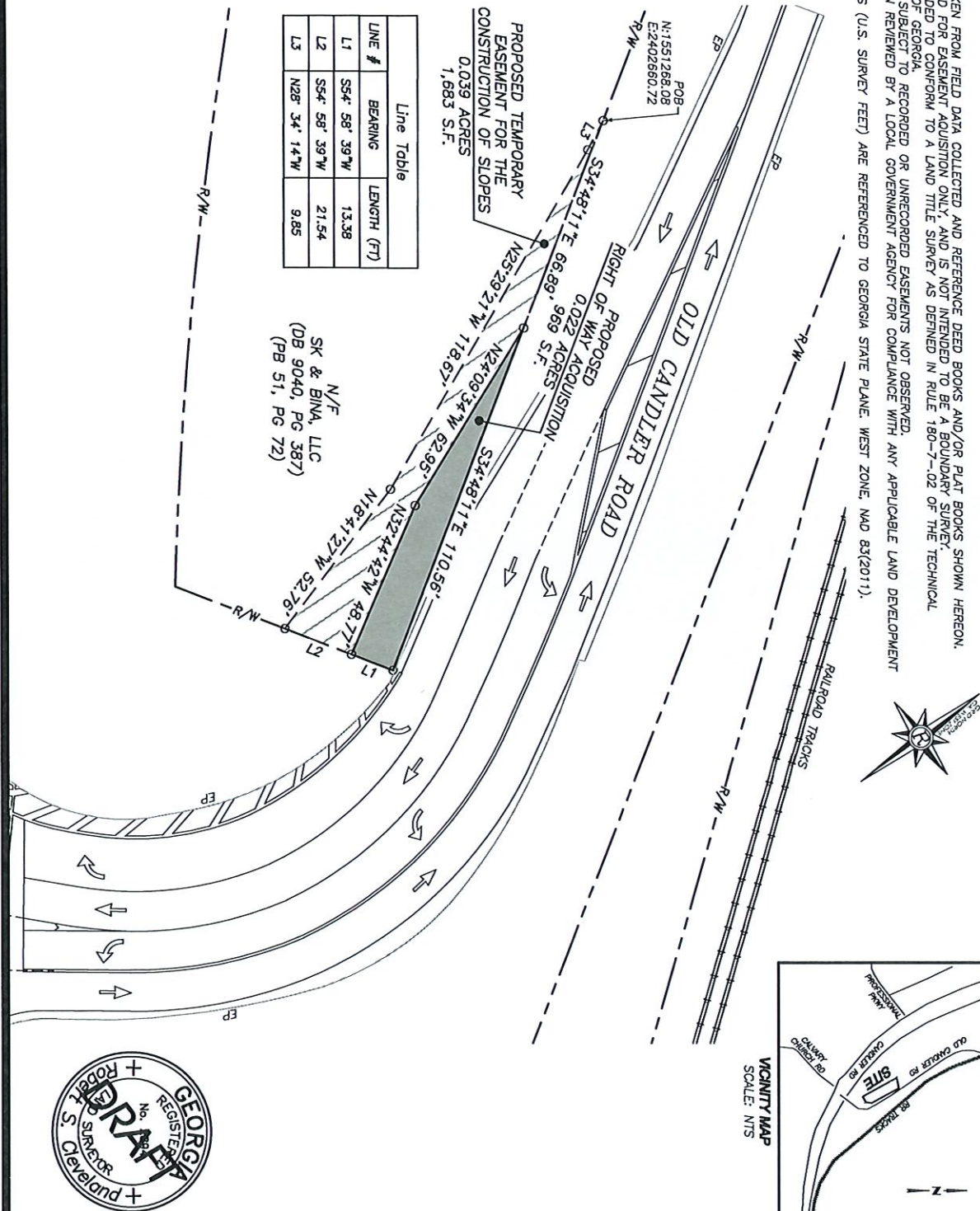
ATTEST:

Alisa Grayson, City Clerk

4922-9919-6483, v. 1

EXHIBIT "A"

SURVEY NOTES:
 1. BOUNDARY INFORMATION TAKEN FROM FIELD DATA COLLECTED AND REFERENCE DEED BOOKS AND/OR PLAT BOOKS SHOWN HEREON.
 2. THIS SURVEY IS INTENDED FOR EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY.
 3. THIS PLAT IS NOT INTENDED TO CONFORM TO A LAND TITLE SURVEY AS DEFINED IN RULE 180-7-.02 OF THE TECHNICAL STANDARDS OF THE STATE OF GEORGIA.
 4. THIS PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS NOT OBSERVED.
 5. THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
 6. BEARINGS AND DISTANCES (U.S. SURVEY FEET) ARE REFERENCED TO GEORGIA STATE PLANE, WEST ZONE, NAD 83(2011).



SHEET 1 OF 1 DATE: 4/30/2025 SCALE: 1"=30' JOB NO.: 0223118.COG DWN. BY: AJA FILE NO.: .ESMT.01	EASEMENT EXHIBIT FOR: SK & BINA LLC CANDLER MILITA DISTRICT 1385 CITY OF GAINESVILLE HALL COUNTY, GEORGIA	Rochester DCCM Rochester & Associates, LLC 425 Oak St NW, Gainesville, GA 30501 770.718.0600 rochester.dccm.com
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RIGHT OF WAY ACQUISITION – LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN CANDLER MILITIA DISTRICT (1385), HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNNING AT A POINT ON THE SOUTH RIGHT OF WAY OF OLD CANDLER ROAD (VARIABLE RIGHT OF WAY) HAVING A STATE PLANE (GEORGIA WEST ZONE) COORDINATE OF NORTHING:1551268.08, EASTING: 2402660.72; THENCE PROCEEDING ALONG THE SOUTH RIGHT OF WAY OF OLD CANDLER ROAD SOUTH 34°48'11" EAST, A DISTANCE OF 66.89 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH RIGHT OF WAY OF OLD CANDLER ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 34°48'11" EAST, A DISTANCE OF 110.56 FEET TO A POINT; THENCE SOUTH 54°58'39" WEST, A DISTANCE OF 13.38 FEET TO A POINT; THENCE LEAVING THE SOUTH RIGHT OF WAY OF OLD CANDLER ROAD AND THROUGH THE PROPERTY OF NOW OR FORMERLY SK & BINA, LLC THE FOLLOWING COURSES AND DISTANCES: NORTH 32°44'42" WEST, A DISTANCE OF 48.77 FEET TO A POINT; THENCE NORTH 24°09'34" WEST, A DISTANCE OF 62.95 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING A TOTAL OF 0.022 ACRES OR 969 SQUARE FEET.

TEMPORARY EASEMENT – LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN CANDLER MILITIA DISTRICT (1385), HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY OF OLD CANDLER ROAD (VARIABLE RIGHT OF WAY) HAVING A STATE PLANE (GEORGIA WEST ZONE) COORDINATE OF NORTHING:1551268.08, EASTING: 2402660.72; THENCE ALONG THE SOUTH RIGHT OF WAY OF OLD CANDLER ROAD SOUTH 34°48'11" EAST, A DISTANCE OF 66.89 FEET TO A POINT; THENCE LEAVING THE SOUTH RIGHT OF WAY OF OLD CANDLER ROAD AND THROUGH THE PROPERTY OF NOW OR FORMERLY SK & BINA, LLC THE FOLLOWING COURSES AND DISTANCES: SOUTH 24°09'34" EAST, A DISTANCE OF 62.95 FEET TO A POINT; THENCE SOUTH 32°44'42" EAST, A DISTANCE OF 48.77 FEET TO THE SOUTH RIGHT OF WAY OF OLD CANDLER ROAD; THENCE ALONG THE SOUTH RIGHT OF WAY OF OLD CANDLER ROAD SOUTH 54°58'39" WEST, A DISTANCE OF 21.54 FEET TO A POINT; THENCE LEAVING THE SOUTH RIGHT OF WAY OF OLD CANDLER ROAD AND THROUGH THE PROPERTY OF SK & BINA, LLC THE FOLLOWING COURSES AND DISTANCES: NORTH 18°41'27" WEST, A DISTANCE OF 52.76 FEET TO A POINT; THENCE NORTH 25°29'21" WEST, A DISTANCE OF 118.67 FEET TO A POINT; THENCE NORTH 28°34'14" WEST, A DISTANCE OF 9.85 FEET TO A THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 0.039 ACRES OR 1,683 SQUARE FEET.



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: May 29, 2025
Date Submitted: May 30, 2025
Final Approval Date: May 30, 2025
Presenter: Bryan Lackey, City Manager
Item of Business: BR-2025-21 Nutrition Services Provider Contract with Open Hand Atlanta, Inc.
Meeting Date: June 3, 2025

Purpose of Request:

To authorize the approval of the contract with Open Hand Atlanta, Inc. for nutrition services through the Senior Life Center and Meals on Wheels program.

Facts & Issues / History & Background:

Historically, the food service contract for programs such as Meals on Wheels and Senior Life Center have been managed by the area agency on aging known as Legacy Link, Inc. Several months ago, the agency notified senior service programs in the northeast Georgia service area that they would be responsible for bidding and managing their own food service contracts. The CSC staff, with the support of the City's Procurement Officer, let an RFP in March 2025, CSC staff reviewed the proposals and have selected Open Hands Atlanta as its nutrition service provider.

Department Recommendation:

To approve the resolution for food service contract with Open Hand Atlanta, Inc effective July 1, 2025.

Department Director:

Phillippa Moss

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

Amount Requested: 817,500

Sources of Funds: Funds are included in the proposed FY26 CSC budget.

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2025-21 Nutrition Services Provider Contract with Open Hand Atlanta, Inc.

RESOLUTION BR-2025-21

Nutrition Services Provider Contract with Open Hand Atlanta, Inc.

WHEREAS, the Community Service Center has for more than four decades provided senior nutrition services through the Senior Life Center and Meals on Wheels programs; and

WHEREAS, the contract for food preparation services has been managed by The Legacy Link, Inc.; and

WHEREAS, The Legacy Link, Inc. has instructed northeast Georgia nutrition service programs to manage their own contracts; and

WHEREAS, the City of Gainesville let an RFP for food services in March 2025, and the review committee proposes that Open Hand Atlanta, Inc. be selected as the food vendor to begin preparing and delivering food to the Community Services main office at 430 Prior St. S.E., effective July 1, 2025; and

WHEREAS, the Community Services Center staff have budgeted the necessary funds of \$817,500 in its FY26 Budget submission.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager, and City Attorney to execute all such documents and agreements that may be necessary to contract with Open Hand Atlanta Inc. for the provision of food as set forth above in an amount not to exceed the annual budgeted amount, effective July 1, 2025.

Adopted this _____ day of June, 2025.

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:

Alisa Grayson, City Clerk



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: May 29, 2025
Date Submitted: May 30, 2025
Final Approval Date: May 30, 2025
Presenter: Bryan Lackey, City Manager
Item of Business: BR-2025-22 PNC Bank, National Association - Master Lease Purchase Agreement
Meeting Date: June 3, 2025

Purpose of Request:

The purpose of this request is to authorize the approval of the PNC Lease agreement for the Ladder Truck Replacement purchase.

Facts & Issues / History & Background:

Department Recommendation:

Approve the resolution.

Department Director:

Brandon Ellis

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

Amount Requested: \$1,803,403

Sources of Funds: Fire Fund/ Debt Services

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2025-22 PNC Bank, National Association - Master Lease Purchase Agreement
2. PNC Bank, National Association - Draft Agreement

RESOLUTION BR-2025 - 22

PNC Bank, National Association - Master Lease Purchase Agreement

WHEREAS, the City of Gainesville ("Municipality/Lessee") enters into a Master Lease Purchase Agreement with PNC Equipment Finance, LLC for a principal amount not exceeding \$1,803,403; and

WHEREAS, the Municipality is a political subdivision of the State in which the Municipality is located ("State") and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality; and

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease Purchase Agreements ("Lease") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Lease is appropriate and necessary to the functions and operations of the Municipality; and

WHEREAS, PNC Bank, National Association ("Lessor") shall act as Lessor under said Lease.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body:

Section 1. Either one of the Mayor OR City Manager (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one Lease in substantially the same form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Lease is hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Lease on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Lease shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Lease shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Lease shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to the Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501 (c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

RESOLUTION BR-2025 - 22

PNC Bank, National Association - Master Lease Purchase Agreement

Section 6. This resolution shall take effect immediately upon its adoption and approval.

Adopted this _____ day of _____, 2025.

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:

Alisa Grayson, City Clerk

Master Lease-Purchase Agreement
Between
City of Gainesville and
PNC Bank, National Association

Document Index

- ☐ **Master Lease-Purchase Agreement** – On File
- ☐ **State of Georgia Addendum** – Sign and title
- ☐ **Lease Schedule with Schedule A-1** – Sign and title
- ☐ **Vehicle Schedule Addendum** – Sign and title
- ☐ **Resolution** – The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents. The signature of Secretary/Clerk of Municipality is required. **Note** – the Resolution should be dated prior to the date of the documents.
- ☐ **Certificate of Incumbency** – List your authorized signor(s) and title(s); have Secretary/Clerk or appropriate trustee attest to the information and signature(s) provided by signing and printing his/her name, title and date. The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents. **The person who validates the signatures should not sign the lease documents.**
- ☐ **Opinion of Counsel Letter** – Enclosed is a template. Please ask your attorney to prepare on his/her letterhead and include all the items in the template. An inked signature is required.
- ☐ **Four-Party Agreement** – Sign and title.
- ☐ **Delivery & Acceptance Certificate** – **At point of delivery**, sign/date and return to Melissa.Miller345@pnc.com.
- ☐ **Insurance Request Form** – Fill in your insurer's information and sign/title. **Prior to delivery**, please obtain a certificate of insurance and forward to Melissa.Miller345@pnc.com.
- ☐ **IRS FORM 8038-G** – Sign, date, and title
- ☐ **Sales Tax Exemption Certificate** – Please provide an up-to-date State Sales Tax Exemption Certificate.
- ☐ **Information Request** - Billing requirements and contact information.
- ☐ **Titled Vehicle Guidelines** – The terms of your contract specify that the Lessor be listed as the lienholder and hold the original title during the term of the lease. Please refer to this document to guide you through the transfer of title and vehicle registration process.

MASTER LEASE – PURCHASE AGREEMENT

Dated as of April 17, 2018

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between PNC Equipment Finance, LLC ("Lessor") and the Lessee identified below ("Lessee").

LESSEE: City of Gainesville

1. LEASE OF EQUIPMENT. Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. CERTAIN DEFINITIONS. All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means each Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. LEASE TERM. The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Schedule A-1 attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Schedule A-1. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable

Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Schedule A-1; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Schedule A-1 so long as funds are appropriated in each fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR. The Equipment is sold "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS MASTER LEASE - LEASE PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease

Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under its Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. **PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. **MAINTENANCE AND OPERATION.** Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. **LOCATION; INSPECTION.** Equipment will not be removed from any fire station maintained and operated by the City of Gainesville, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon

any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Amount Financed as set forth on the Schedule A-1 does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. PURCHASE OPTION. Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent

Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS. Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

(d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay

additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT. For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year

in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule A-1;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessors notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) within the state of Georgia selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the state of the lessee (The "State").

23. NOTICES. All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY. Within thirty (30) days of their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's

request the publicly available annual financial information of Lessee. To the extent permitted by law, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Master Lease or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment, to sign Lessee's name with the same force and effect as if signed by Lessee, and to file same at the proper location(s); and make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.

Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

26. USA PATRIOT ACT NOTICE.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for

identifying information and documentation relating to certain individuals associated with the business or organization.

27. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

28. EXECUTION IN COUNTERPARTS. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original" and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked "Lessor's Original."

29. ENTIRE AGREEMENT; WRITTEN AMENDMENTS. Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

30. HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.

(a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

(b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

(c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

31. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

City of Gainesville
("Lessee")

By: _____

Title: _____

300 Henry Ward Way
Gainesville, GA 32603

PNC Equipment Finance, LLC
("Lessor")

By: _____

Title _____

Brian Bradshaw
Officer

155 East Broad Street, B4-B230-05-7
Columbus, OH 43215

**State of Georgia Addendum
to**

Lease Schedule No. 1199632-3 Dated as of June 6, 2025
to
Master Lease Purchase Agreement Dated as of April 17, 2018

Lessee:
City of Gainesville
300 Henry Ward Way
Gainesville, GA 30501

Lessor:
PNC Bank, National Association
155 E Broad Street, Locator B4-B230-05-7
Columbus, OH 43215

For and in consideration of the mutual promises and agreements contained in the Lease to which this Addendum is attached, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Each capitalized term used, but not defined, herein shall have the same meaning as when such term is used in the Lease Schedule to the Master Equipment Lease-Purchase Agreement described above (collectively, the "Lease").

2. Amendment to Section 3 of the Master Lease. Section 3 of the Master Lease is hereby deleted and replaced with the following:

3. LEASE TERM.

The term of each Lease ("Lease Term") commences on, and interest accrues from, the date identified in the related Schedule as the Commencement Date and, in accordance with applicable Georgia law, the initial term shall continue in effect until midnight on December 31 of the calendar year in which such Lease was executed. The Lease Term under each Lease shall automatically renew for each succeeding calendar year for the remaining period of the stated Lease Term unless Lessee gives notice to Lessor by December 1 of a calendar year stating Lessee's intention not to renew such Lease for the period after December 31 of such calendar year. If Lessee delivers such notice of nonrenewal of the Lease Term under a Lease, such Lease shall terminate absolutely and without further obligation on the part of Lessee, including any obligation to pay Rent Payments for the period after termination, at the end of such calendar year. In the event that Lessee's governing body does not approve an appropriation of funds at any time during the Lease Term under a Lease for the payment of Rent Payments and other amounts (if any) due and to become due for the succeeding fiscal year during the Lease Term for the Equipment subject to the related Lease, Lessee shall have the right to return such Equipment in accordance with Section 21 of the Master Lease (as incorporated by reference into the related Lease) and terminate such Lease on the last day of the fiscal year for which sufficient appropriations were received without penalty or expense to Lessee, except as to the portion of Rent Payments for which funds shall have been appropriated and budgeted. At least 15 days prior to the end of Lessee's fiscal year in which Lessee's governing body shall not have

approved an appropriation of funds for the succeeding fiscal year, Lessee's chief finance or budgetary official shall certify in writing to Lessor that funds have not been appropriated for the succeeding fiscal year.

3. Amendment to Section 8 of the Master Lease. If Lessee is a county or municipality, Section 8 of the Master Lease is hereby deleted and replaced with the following:

8. TITLE; SECURITY INTEREST.

8.1. During the term of each Lease, title to the Equipment identified therein shall be vested in Lessor, subject to the rights of Lessee under such Lease. Upon the first to occur of (a) the day after the last scheduled Rent Payment under such Lease is paid in full or (b) the day after the Termination Value under such Lease is paid in full, Lessor shall transfer all of its right, title and interest in and to the Equipment under such Lease to Lessee without representation or warranty (except with respect to Lessor or anyone claiming by, through or under Lessor) "where is, as is" and "with all faults." Lessee, at its expense, will protect and defend Lessor's title to the Equipment identified in each Lease and will keep the Equipment under each Lease free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

8.2. Upon the first to occur of (a) the termination of the Lease Term under a Lease pursuant to Section 3 of the Master Lease (as incorporated by reference into such Lease) prior to the full stated Lease Term under such Lease or (b) an Event of Default under such Lease and a termination of Lessee's rights thereunder as provided therein, Lessor shall be entitled to repossess the Equipment identified in such Lease and otherwise to exercise its remedies as provided therein, in which event Lessee shall return such Equipment in accordance with Section 21 of the Master Lease.

4. Certificate of Compliance with Georgia Law. Lessee hereby agrees to complete, execute and deliver to Lessor with respect to each Lease, on the date of its execution and delivery, a Certificate of Compliance with Georgia Law in substantially the form attached to this Addendum as Attachment 1.

In Witness Whereof, Lessor and Lessee have each caused this State of Georgia Addendum to be duly executed and delivered on this ___ day of _____, 2025.

Lessee:
PNC BANK, NATIONAL ASSOCIATION

Lessor:
CITY OF GAINESVILLE

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Attachment 1 to
State of Georgia Addendum
Certificate of Compliance with Georgia Law

Lessee: City of Gainesville

Lease Schedule No. 1199632-3

to

Master Lease-Purchase Agreement Dated as of April 17, 2018

The Undersigned hereby certifies and represents for and on behalf of lessee (please check the appropriate box) that:

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if Lessee is a county or municipality under the laws of the State of Georgia: (a) the sum of (i) the aggregate principal component of Rent Payments under the Lease *plus* (ii) the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia does not exceed 10% of the assessed value of all taxable property within Lessee; (b) the Equipment financed pursuant to the Lease has not been the subject of a referendum which failed to receive the approval of Lessee's voters within the four calendar years immediately preceding the date of execution of the State of Georgia Addendum to which this Certificate is attached; and (c) Lessee's total obligation for each calendar year during the full stated Lease Term of the Lease to which this Certificate relates is the sum of the Rent Payments that are payable during each such calendar year as shown on the Payment Schedule attached to such Lease; or

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if Lessee is a county, independent or area school system under the laws of the State of Georgia: (a) the total combined annual payments for Lessee's contracts under Georgia Code §20-2-506 and contracts of such school system under Article IX, Section III, Paragraph I of the Constitution of Georgia in any calendar year, excluding guaranteed energy savings contracts, does not exceed an amount equal to 7.5% of the total local revenue collected for maintenance and operation of the school system in the most recently completed fiscal year; (b) the Lease to which this Certificate relates is not being entered into within four calendar years immediately following an election on the proposed issuance of bonded debt for goods, materials, real or personal property, services or supplies which are the same as or substantially similar to the Equipment financed pursuant to such Lease and which proposal was defeated by Lessee's electors; (c) if the Lease to which this Certificate relates constitutes a "guaranteed energy savings contract" (within the meaning of Section 20-2-506(a)(2) of the Official Code of Georgia Annotated), Lessee has documented the historical energy cost of each structure affected for a period of at least one year prior to the date of such Lease and shall document the monthly energy cost and monthly energy savings of each affected structure for the Lease Term under such Lease; (d) Lessee's total obligation for each calendar year during the full stated Lease Term of the Lease to which this Certificate relates is the sum of the Rent Payments that are payable during each such calendar year as shown on the Payment Schedule attached to such Lease; and (e) the Lease to which this Certificate relates complies and will comply with the applicable provisions of the Official Code of

Georgia Annotated, and regulations thereunder, relating to state allocated capital outlay funds and entitlements.

Dated this ____ day of _____, 2025.

Authorized Signature: _____

Printed Name: _____

Title: _____

LEASE SCHEDULE NO. 1199632-3Dated as of June 6, 2025

This Lease Schedule (this "Schedule") is attached and made a part of the Master Lease-Purchase Agreement referenced below, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

Master Lease-Purchase Agreement dated April 17, 2018

1. **EQUIPMENT DESCRIPTION.** As used in the Lease, "Equipment" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

2. **RENTAL PAYMENTS; LEASE TERM.** The Rental Payments to be paid by the Lessee to Lessor, the commencement date thereof and the lease term of this Lease Schedule are set forth on the Schedule A-1 attached to this Lease Schedule.

3. **ESSENTIAL USE; CURRENT INTENT OF LESSEE.** Lessee represents that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.

4. **ACCEPTANCE OF EQUIPMENT. AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (A) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.**

5. **BANK QUALIFIED.** LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

6. **RE-AFFIRMATION OF THE MASTER LEASE-PURCHASE AGREEMENT.** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease Purchase Agreement (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Section 6.1 and 16 thereof).

City of Gainesville
("Lessee")

PNC Bank, National Association
("Lessor")

By:_____

By:_____

Title:_____

Title:_____

Schedule A-1

1. EQUIPMENT LOCATION & DESCRIPTION:

City of Gainesville

3335 Nancy Creek Road St. # 3

Gainesville, GA 30506

Hall County

1 New Pierce 107' Ascendant Single Rear Axle Ladder

VIN # TBD

2. LEASE PAYMENT SCHEDULE.

(a) Accrual Date: June 6, 2025

(b) Amount Financed:

i.	Equipment Purchase Price	<u>\$1,803,403.00</u>
ii.	Purchase Price Deduction	\$0.00
	Prepay Discounts	<u>\$72,786.52</u>
	Trade In	<u>\$0.00</u>
iii.	Total Amount Financed (Cash Sale Price minus Purchase Price Deductions)	1,730,616.48

(c) Payment Schedule:

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value
1	06/06/2026	627,772.16	75,281.82	552,490.34	No Call
2	06/06/2027	627,772.16	51,248.49	576,523.67	No Call
3	06/06/2028	627,772.16	26,169.69	601,602.47	1.00

City of Gainesville
("Lessee")

By: _____

Title: _____

PNC Bank, National Association
("Lessor")

By: _____

Title: _____

VEHICLE SCHEDULE ADDENDUM

Dated as of June 6, 2025

Lease Schedule No. 1199632-3 Dated June 6, 2025

Lessee: City of Gainesville

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease") by and between PNC Bank, National Association ("Lessor") and the above Lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule to the extent permitted by law,

(a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

(b) the public liability and property damage insurance required by the terms of the paragraph titled "Insurance in the Master Lease shall be in an amount not less than \$1,000,000.00 per person insured and \$2,000,000.00 combined single limit per unit per occurrence (provided, that if the unit of Equipment is a bus or other passenger vehicle, then such insurance amount shall be such larger amount as may be reasonably required by Lessor) and \$1,000,000.00 for damage to property of others;

(c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

(d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lien holder and Lessee as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

City of Gainesville
("Lessee")

PNC Bank, National Association
("Lessor")

By: _____

By: _____

Title: _____

Title: _____

RESOLUTION

Municipality/Lessee: City of Gainesville

Principal Amount Expected To Be Financed: \$1,730,616.48

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Municipality:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this _____, 20____.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Gainesville

Signature of Secretary/Clerk of Municipality

[SEAL]

Print Name: _____

Official Title: _____

Date: _____

CERTIFICATE OF INCUMBENCY

Lessee: City of Gainesville

Lease Schedule No.: 1199632-3

Dated: June 6, 2025

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Name	Title	Signature
Name	Title	Signature

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____

Official Title: _____

Date: _____

FORM OF OPINION OF COUNSEL

(To Be Typed on Attorney's Letterhead)

Date: June 6, 2025

Lessee: City of Gainesville

Lessor: PNC Bank, National Association

Re: Lease Schedule No. 1199632-3 dated June 6, 2025, together with its Master Lease-Purchase Agreement dated April 17, 2018, by and between the above-named Lessee and the above-named Lessor

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Schedule, the Master Lease-Purchase Agreement and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of Georgia (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved, and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).
5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.
6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Attorney

FOUR PARTY AGREEMENT

Dated as of June 6, 2025

Lessee means City of Gainesville

"Lease Schedule" means Lease Schedule No. 1199632-3 dated June 6, 2025 , together with its Schedule A-1.

"Pierce" means Pierce Manufacturing Inc., the manufacturer of the Equipment.

"Supplier" means: Ten-8 Fire & Safety, LLC

Reference is made to the Lease Schedule ("Lease Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in said Lease Schedule, described above between PNC Bank, National Association ("Lessor") and the Lessee identified above which relates to Equipment described in Schedule A-1 to the Lease Schedule ("Equipment") to be manufactured by Pierce and supplied by Supplier, an authorized dealer of Pierce fire equipment. For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor, Pierce and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease Schedule, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease Schedule. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

Purchase Price:	<u>\$1,803,403.00</u>
Vendor Discounts:	<u>\$72,786.52</u>
Advance Payment Date:	<u>June 6, 2025</u>

3. Upon execution of the Lease Schedule and delivery of all documents required by Lessor, Lessee agrees that it shall pay the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the "Amount Financed") stated below. Lessee agrees that the Lease Term and Lessee's obligation to pay Rent Payments shall commence on the date set forth in the Lease Schedule notwithstanding the delivery of the Equipment at a later date.

Lessee Down Payment:	<u>\$0.00</u>
Trade In:	<u>\$0.00</u>
Amount Financed:	<u>\$1,730,616.48</u>

4. a) Supplier anticipates that it shall deliver the Equipment to Lessee by the **Anticipated Delivery Date** set forth below.

Anticipated Delivery Date: August 31, 2026

b) Supplier anticipates that it shall deliver the Equipment to Lessee no later than the **Outside Delivery Date** set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

Outside Delivery Date: October 31, 2026

5. If for any reason whatsoever Supplier fails to deliver the Equipment to Lessee as set forth in

Subparagraph 4(b) of this Agreement by the Outside Delivery Date for any piece of Equipment (the "Delayed Equipment"), and the Lessee has not agreed to revise the Outside Delivery Date with respect to such Delayed Equipment, then Pierce hereby agrees as follows only for the Delayed Equipment:

a) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessee the Lessee Down Payment for the Delayed Equipment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;

b) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessor for the Delayed Equipment the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and

c) "Prime Rate" means the prime rate of interest as published from time to time in the Wall Street Journal.

If there is more than one piece of Equipment subject to the Lease, and some of the Equipment is delivered in accordance with Subparagraph 4(b) of this Agreement, the payments owed pursuant to the Lease shall be modified to reflect only the obligations due on the Equipment that was delivered pursuant to Subparagraph 4(b). The new payment obligation will be determined based on the amount financed for the Equipment delivered to the Lessee, and based on the interest rate in effect as of the date of Lease commencement.

6. If Pierce makes the payments described in **Paragraph 5** for the Delayed Equipment under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease Schedule as of such payment date for the Delayed Equipment, then Lessee and Lessor agree that the Lease Schedule shall terminate as of the date of such payments by Pierce as to the Delayed Equipment only. Lessee's obligations shall continue unabated for the Equipment that was delivered pursuant to subparagraph 4(b). Pierce expressly agrees that the Lease Schedule identified herein shall be a "Lease" as such term is used in the Program Agreement, as amended, between Pierce and Lessor.

7. Supplier agrees that a performance bond (the "Performance Bond") will be issued which names Supplier as Principal, the Lessee as Obligee and the Lessor as Additional Obligee. The Performance Bond will apply solely to the terms and conditions of the purchase order/purchase agreement, including related equipment specifications and warranties, as issued by the Lessee and accepted by Pierce. The "Contract Date" referred to in the Performance Bond shall be the date of this Agreement.

8. Except as expressly set forth herein, the Lease Schedule and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below execute this Agreement as of the date first written above.

City of Gainesville
("Lessee")

By: _____

Title: _____

PNC Bank, National Association
("Lessor")

By: _____

Title: _____

Pierce Manufacturing Inc.
("Pierce")

By: _____

Title: _____

Ten-8 Fire & Safety, LLC
("Supplier")

By: _____

Title: _____

DELIVERY & ACCEPTANCE CERTIFICATE

Lease Schedule No. 1199632-3

Reference is made to the above Lease Schedule ("Schedule"), which has been executed and delivered by the undersigned Lessee ("Lessee") and PNC Bank, National Association ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease-Purchase Agreement and the Lease Schedule shall have the same meaning when used herein; provided, that "Equipment" shall mean the Equipment described in the Schedule A-1 and in any attachment or exhibit to this Certificate.

Notwithstanding anything to the contrary, expressed or implied, in the Lease Schedule or its Schedule A-1, Lessee agrees as follows:

1. ACCEPTANCE OF EQUIPMENT. As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected all Equipment; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) Lessee waives any right to revoke such acceptance.

ACCEPTANCE DATE: _____

2. RENT PAYMENTS. Lessee hereby agrees that Lessee will pay the Rent Payments for the Equipment in the amounts and on the dates specified in Schedule A-1 to the Lease Schedule.

City of Gainesville
("Lessee")

By: _____

Title: _____

INSURANCE COVERAGE DISCLOSURE

PNC Bank, National Association, LESSOR

City of Gainesville, LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

to issue: (check to indicate coverage)

a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance naming PNC Bank, National Association and/or its assigns as Lender Loss Payee.

Coverage Required: Termination Value Specified

b. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Bank, National Association and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000.00 per occurrence
\$2,000,000.00 aggregate bodily injury liability
\$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNC Bank, National Association, Attn: Insurance Dept, 995 Dalton Ave., Cincinnati, OH 45203, prior to the time that the property is delivered to Lessee.

OR

2. Pursuant to the Master Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)

- a. All risk, physical damage in the amount specified in 1(a) above.
- b. Public liability for not less than the amounts specified in 1(b) above.

Lessee has attached a signed letter describing self-insurance.

LESSEE: City of Gainesville

By: _____ Title: _____

INSURANCE INFORMATION

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNC Bank, National Association must be named Lender Loss Payee and Additional Insured
- 30 Days' Notice of Cancellation
- Not Less than \$2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

PNC Bank, National Association, its successors and/or all assigns
Attn: Insurance Dept
995 Dalton Ave.
Cincinnati, OH 45203

Please send a copy of certificate to «DocSpecialist» at _____.

The original should be mailed to the same at:

PNC Bank, National Association
Attn: Insurance Dept
995 Dalton Ave.
Cincinnati, OH 45203

Please call Melissa C. Miller at 1-513-455-9092, if you have any questions.

PNC Bank, National Association INFORMATION REQUEST

LESSEE NAME: City of Gainesville

FEDERAL TAX I.D. # _____

BILLING ADDRESS:

Billing Contact

Street Address or Post Office Box

City, State and Zip

Phone Number

Fax Number

Email Address

PHYSICAL ADDRESS (IF DIFFERENT):

Street Address or Post Office Box

City, State and Zip

Require Board Approval for Payments? _____ Yes _____ No

Board Meeting Date? _____

Require signed vouchers for payments? _____ Yes _____ No

We typically mail our invoices 30 days in advance. Taking into account a seven-day mail period, do you foresee any problem that would prevent the payment from being received on or before the due date?

_____ Yes _____ No

Please list any special instructions below:



June 6, 2025

City of Gainesville
300 Henry Ward Way
Gainesville, GA 30501
Attention: Jeremy Perry

RE: Master Lease-Purchase Agreement dated April 17, 2018, ("Agreement"), Request for Advance No. 1199632-3 ("Lease") by and between City of Gainesville ("Lessee") and PNC Bank, National Association ("Lender").

Dear Jeremy:

Thank you for choosing **PNC Bank, National Association** for your financing needs. Please refer to the second page, to guide you through the transfer of title and vehicle registration process.

As the Lessee, it is your responsibility that all titled equipment show evidence of Lender, as first and only lienholder on the title, per the contract terms. As Lender, PNC Bank, National Association agrees to give the Borrower 45 days, from the vehicle delivery date to have the titles processed with the respective titling agency with Lender, as ***first and only lienholder***.

We appreciate your business and are available to help you navigate the process. If you have any questions, you may call **855-531-1727** or email your questions to: PNCEFCollateral@pnc.com.

Very truly yours,

PNC Bank, National Association

Melissa C. Miller
Commercial Transaction Coordinator

YOUR NEXT STEP

CUSTOMER'S RESPONSIBILITY TO TITLE AND REGISTER FINANCED EQUIPMENT TO SECURE LOAN

FOR OUR LESSEES/BORROWERS

If the Lessee/Borrower is completing title work and/or registration:

- The vendor or prior vehicle owner will provide you with a completed MSO/MCO or Title and Title Application. The Lessee/Borrower is responsible for all additional costs/fees associated with titling and registration. Such payments are not built in to your Lease/Loan.

FOR VENDORS OR PRIOR VEHICLE OWNERS

Proof of Origination/Ownership

- Please provide PNC Bank, National Association with a copy of the FRONT side of the MSO/MCO or Current Title and Title Application.

If the Vendor or Prior Owner is completing title work and/or registration:

- PNC Bank, National Association must receive a copy of the Title Application and reverse side of the Title/MSO/MCO showing Lessee/Borrower as Owner and PNC Bank, National Association as Lienholder prior to releasing funds.

TITLE INFORMATION

New title listing **PNC Bank, National Association** should appear as follows (unless otherwise stated in your Lease/Loan agreement):

- **Owner:** Lessee/Borrower
- **Lienholder:** "PNC Bank, National Association"

Original Titles/MSO/MCO

- All Original Titles (or Lien Statements, when applicable) listing Lessee/Borrower as Owner and **PNC Bank, National Association** as Lienholder must be mailed to **PNC Bank, National Association** within 45 days of registration. **PNC Bank, National Association** will retain all titles subject to the terms of the Lease/Loan. An exception to this would be if your contract states that **PNC Bank, National Association** be named as the "Owner" of the titled equipment, i.e., TRAC lease.

Mail Title/MSO/MCO(s) to the following address:

- PNC Bank, National Association
995 Dalton Avenue
Cincinnati, OH 45203
Attn: Collateral Department
- For questions, please call our Client Care Department at **855-531-1727** or email PNCEFCollateral@pnc.com



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: May 29, 2025
Date Submitted: May 30, 2025
Final Approval Date: May 30, 2025
Presenter: Bryan Lackey, City Manager
Item of Business: PR-2025-01 Hall Area Transit (HAT) Public Transit Agency Safety Plan
Meeting Date: June 3, 2025

Purpose of Request:

The purpose of this request is to request to approve the Public Transit Agency Safety Plan.

Facts & Issues / History & Background:

FTA requires transit agencies to develop and approve a safety plan. The attached plan was completed in Dec 2024.

Department Recommendation:

Adopt the resolution to approve the PTSAP.

Department Director:

Phillippa Moss

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

Amount Requested: 0.00

Sources of Funds: N/A

Finance Comments:

Administrative Comments:

Attachments:

1. PR-2025-01 Hall Area Transit Public Transit Agency Safety Plan
2. Gainesville-Hall Area Transit PTASP

RESOLUTION PR-2025 - 01

Hall Area Transit (HAT) Public Transit Agency Safety Plan

WHEREAS, the Federal Transit Administration has directed all transit agencies to develop a Safety Plan consistent with goals outlined in the authorizing resolution known as Moving Ahead for Progress in the 21st Century (MAP-21); and

WHEREAS, the four objectives of the Safety Plan are to:

- 1) Increase the safety of our transit system by proactively identifying, assessing and controlling risks;
- 2) Continually improve safety performance;
- 3) Improve commitment of transit leadership to safety; and
- 4) Foster a culture of safety awareness and responsiveness

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves of the Hall Area Transit Safety Plan and authorizes the Mayor and/or City Manager to sign all associated documents.

Adopted this ____ day of _____, 2025.

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:

Alisa Grayson, City Clerk

HALL AREA TRANSIT

SAFETY PLAN

DECEMBER 2024



AUTHORIZATIONS

Moving Ahead for Progress in the 21st Century (MAP-21) and the Fixing America's Surface Transportation Act granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of transit bus systems throughout the United States. On July 19, 2018, the FTA promulgated its final rule 49 CFR Part 673 - Public Transportation Agency Safety Plan (PTASP) which requires recipients of FTA Chapter 5307 funds to develop and implement a safety plan based on Safety Management Systems (SMS) principles and methods.

Hall Area Transit (HAT) has established this Safety Plan as our agency's commitment to system safety and the principles of SMS. The objectives of our plan are to:

- Increase the safety of our transit system by proactively identifying, assessing, and controlling risks;
- Continually improve safety performance;
- Improve the commitment of transit leadership to safety; and
- Foster a culture of safety awareness and responsiveness.

HAT is committed to implementing a systematic and comprehensive safety program. Leadership will visibly demonstrate its commitment to safety by monitoring hazards, enforcing and supporting safety programs, and promoting an open and transparent environment to discuss and address safety issues.

This Safety Plan was developed by the Georgia Department of Transportation (GDOT), and HAT has adopted it to comply with FTA Part 673 requirements. The Gainesville City Council and City Manager, and our Community Services Director and Transit Operations Director have reviewed and approved this Safety Plan and assure that its contents meet the requirements of Regulation 49 CFR Part 673 through the establishment of a comprehensive SMS framework.

To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the National Public Transportation Safety Plan (NPTSP), HAT has adopted this PTASP and the tenets of SMS including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP), per 49 USC 5329(d)(1)(A). While safety has always been a primary function at HAT, this document lays out a process to fully implement an SMS over the next several years that complies with the PTASP final rule, as amended.

Additionally, FTA recently released a Notice of Proposed Rulemaking (NPRM) with proposed revisions to the NPTSP to address the new requirements in the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA) to further advance transit safety. The revision supersedes the one which FTA published in January 2017. It lays out a performance-based approach to reduce injuries and fatalities on transit systems under FTA's safety jurisdiction. If these changes are ratified, this plan will be updated to include safety training for maintenance staff as well as de-escalation training for all safety sensitive personnel. Three new Safety Performance Measures will be added for tracking including "Transit Worker Fatality Rate," "Assaults on Transit Workers," and "Rate of Assaults on Transit Workers." This plan will then be updated to include two new Safety Risk Reduction Program Measures which are "Assaults on Transit Workers" and "Rate of Assaults on Transit Workers, both of which are already reported by HAT to the FTA through the National Transit Database (NTD). Furthermore, In April 2024, the Federal Transit Administration (FTA) made important updates to the Public

Transportation Agency Safety Plan (PTASP) regulations to improve safety management and performance monitoring for transit agencies. These updates stress the need for decisions based on data and proactive risk management. Key changes include using advanced safety performance metrics to provide a more complete view of safety by recording a wider range of incidents and near-misses (for?). This helps agencies spot potential hazards earlier and take action to prevent them. Additionally, the FTA now requires more thorough training programs for transit staff, focusing on modern safety management systems (SMS) practices and emergency preparedness to create a knowledgeable workforce focused on the culture of safety.

The updated PTASP regulation also adds stronger oversight and accountability measures for 5307 agencies. These agencies must now conduct regular safety audits and submit detailed reports on their safety performance and compliance with SMS as detailed in their PTASP plans. These reports should include specific plans for addressing any safety issues identified and providing a commitment to continuous improvement. The regulation also highlights the importance of management in promoting a safety-first culture and encouraging executives to be actively involved in safety planning and decision-making processes, thereby promoting safety communications in a top-down and bottom-up feedback.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At HAT all levels of management, administration and operations are responsible for the safety of their customers and themselves. This Safety Plan will be distributed to all transit employees and will be reviewed and updated annually.

APPROVED BY	DATE
Phillippa Lewis Moss, Community Services Director	

REVISION RECORD				
Revision #	Review Date	Reviewer	Revision Date	Approved By
2	12/31/22	GDOT	12/31/2022	GDOT
3	12/31/23	GDOT	MM/DD/2023	
4	__/_/24			

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DEFINITIONS

Accident: An event that involves any of the following – loss of life; a report of a serious injury to a person; a collision of a public transit vehicle; an evacuation for life safety reasons at any location, at any time, whatever the cause.

Accountable Executive: A single, identifiable person who has ultimate responsibility for carrying out the PTASP of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management (TAM) Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 USC § 5329(d), and the agency's TAM Plan in accordance with 49 USC § 5326.

Agency Leadership and Executive Management: Those members of agency leadership or executive management (other than an accountable executive, chief safety officer (CSO), or SMS executive) who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

Chief Safety Officer: Means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Event: Any accident, incident, or occurrence.

Fatality: A death or suicide confirmed within 30 days of a reported event. Does not include deaths in or on transit property that are a result of illness or other natural causes; a death due to, Collision (including suicides), Fire, Hazardous material spill, Acts of God, System or personal security event (including suicides), and other safety events.

Hazard: Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Hazard Likelihood: Probability of a hazard consequence to occur.

Hazard Severity: The effect/damaging result of a hazards consequence.

Incident: An event that involves any of the following – a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation: The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Injury: Any damage or harm to persons that requires immediate medical attention away from the scene because of a reportable event. Agencies must report each person transported away from the scene for medical attention as an injury, whether or not the person appears to be injured

Key staff: A group of staff or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating the agency's SMS.

Major Mechanical Failures: Failures caused by vehicle malfunctions or subpar vehicle condition which requires that the vehicle be pulled from service.

National Public Transportation Safety Plan The plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 USC Chapter 53.

Notice of Proposed Rulemaking (NPRM): A proposed new regulation or proposed changes to an existing regulation. A Federal agency is only allowed to issue regulations if authorized to do so by Congress, so the NPRM also provides the statutory authority under which the agency is proposing the regulation. The NPRM also explains the background and history of the issue that generated the regulation, and avenues for public participation.

Occurrence: An event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Passenger: A person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for the purpose of travel.

Preventative Maintenance: Regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically for the purpose of maintaining assets in satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of failure of equipment.

Public Transportation Agency Safety Plan: The documented comprehensive agency safety plan for a transit agency that is required by 49 USC 5329 and this part.

Performance Target: A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration.

Reportable: An event occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle, excluding occupational safety events occurring in administrative buildings.

Risk: An assessed probability and severity calculation to classify the overall potential consequences of a hazard.

Safety Assurance): A list of defined safety performance indicators for reach priority risk and associated targets HAT will use to determine if it is achieving the specified safety goals.

Safety Committee: A committee convened by a joint labor-management process comprised of an equal number of frontline employees (selected by a labor organization representing the plurality of the frontline workforce employed by the recipient or, if applicable, a contractor to the recipient, to the extent frontline employees are represented by labor organizations) and management.

Safety Events: Include but are not limited to collisions, fires, hazardous material spills, slips, trips, falls, smoke, power failure, maintenance-related issues, or electric shock. To be reported as a major event, these events must **either** meet the fatality, evacuation, or property damage threshold **or** result in two or more injured persons. Other Safety Events that cause only one person to be immediately transported from the scene for medical attention, and that do not trigger any other reporting threshold, are reported on the Non-Major Monthly Summary Report form. The FTA includes Other Safety Events that occur in a transit maintenance facility and meet a reporting threshold but continues to exclude occupational safety events occurring in administrative buildings.

Safety Management Policy): A transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's employees regarding safety.

Safety Management System): The formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System) Executive: A CSO or an equivalent.

Safety Objective: A general goal or desired outcome related to safety.

Safety Performance: An organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Safety Performance Measure: An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Safety Performance Monitoring: Activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and safety performance targets.

Safety Performance Target (SPT): A performance target related to safety management activities.

Safety Promotion): A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk: The assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.

Safety Risk Assessment: The formal activity whereby a transit agency determines SRM priorities by establishing the significance or value of its safety risks.

Safety Risk Management): A process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.

Safety Risk Mitigation: The activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.

Safety Risk Probability: The likelihood that a consequence might occur, taking as reference the worst foreseeable, but credible, condition.

Safety Risk Severity: The anticipated effects of a consequence, should the consequence materialize, taking as reference the worst foreseeable, but credible, condition.

Serious Injury: Any injury which:

- Requires hospitalization for more than 48 hours, commencing within seven days from the date that the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: A recipient or subrecipient of Federal financial assistance under 49 USC 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State: A State of the United States, the District of Columbia, or the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: The condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency: An agency established by a State that meets the requirements and performs the functions specified by 49 USC 5329(e) and the regulations set forth in 49 CFR part 674.

Transit Agency: An operator of a public transportation system.

Transit Asset Management Plan: The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 USC 5326 and 49 CFR part 625.

Vehicle Revenue Miles (VRM): The miles that vehicles are scheduled to or actually travel while in revenue service VRMs include layover/recovery time and exclude deadhead; operator training; vehicle maintenance testing; and school bus and charter services.

Acronyms:

ADA	Americans with Disabilities Act
AE	Accountable Executive
ASP	Agency Safety Plan (aka PTASP)
BIL	Bipartisan Infrastructure Law
CAP	Corrective Action Plan
CSO	Chief Safety Officer
DSR	Department Safety Representative
FAST	Fixing America's Surface Transportation Act
FTA	Federal Transit Administration
FY	Fiscal Year
GDOT	Georgia Department of Transportation
GHCMPPO	Gainesville Hall County Metropolitan Planning Organization
GSC	Gainesville Safety Committee
HAT	Hall Area Transit
KPI	Key Performance Indicator
MAP-21	Moving Ahead for Progress in the 21 st Century
MILSTD	Military Standard
MPO	Metropolitan Planning Organization
NPRM	Notice of Proposed Rulemaking
NPTSP	National Public Transportation Safety Plan
NTD	National Transit Database
NTSB	National Transportation Safety Board
PHA	Preliminary Hazard Assessment
PPE	Personal Protective Equipment
PTASP	Public Transportation Agency Safety Plan
SMS	Safety Management System
SPT	Safety Performance Target
SRM	Safety Risk Management
TAM	Transit Asset Management
UPT	Unlinked Passenger Trip
USC	United States Code
VRM	Vehicle Revenue Mile

1. Transit Agency Information

Hall Area Transit (HAT) is the public transportation system serving the city of Gainesville and Hall County. HAT offers two services: The first and largest of the two is a microtransit vanpool service. WeGo, operates M-F from 5am to 9pm. The second service known as the Gainesville Trolley offers shuttle service seasonally.

Transit Agency Name	Hall Area Transit		
Transit Agency Address	687 Main Street, Gainesville, GA 30501		
Accountable Executive (Name and Title)	Phillippa Lewis Moss, Community Services Director		
Chief Safety Officer (Name and Title)	Transit Operations Supervisor, Glenda Watts		
Mode(s) of Service Provided (e.g., Fixed Route, Demand Response, ADA Paratransit, etc.)	- Fixed Route Shuttle, - Microtransit Vanpools Service	List All FTA Funding Types	5307
Vehicles Operated in Maximum Service, by Mode	2 Trolleys - Seasonal Shuttle Service 22 Vehicles - Microtransit Vanpool Service		
Mode(s) of Service Contracted Out to Third Party Operators (TPOs)	Not Applicable		
Name of Third Party Operator (if applicable) and contact person	Not Applicable		
Does the agency provide transit services on behalf of another transit agency or entity?	No	Description of Arrangement(s)	Not Applicable

Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	Not Applicable
Are any transit employees represented by a Labor Union? If so please describe.	No
No. of Fixed Bus Routes:	4
Annual Vehicle Revenue Miles (VRMh)	499,644
Annual Unlinked Passenger Trips (UPT)	101,702

Appendix D includes all four HAT trolley bus route maps.

2. Safety Management

2.1 Safety Management Policy – 673.23(a)

HAT strives to provide the safest and most secure experience for the riding public and our employees. All levels of management and employees are accountable for the delivery of the highest level of safety performance, starting with the Community Services Director, who manages transit services for Gainesville-Hall. Every employee must practice workplace safety, use equipment, tools and materials properly, and be trained in the agency's work rules and procedures for his or her respective areas of responsibility, including contingency plans for abnormal and emergency conditions.

HAT is committed to:

- Supporting an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as paid to other management systems of the organization;
- Integrating the management of safety as a primary responsibility of all managers and employees, including contractors;
- Defining for all staff, managers, and employees alike, their accountability and responsibility for the delivery of the organization's safety performance and the overall implementation of our Safety Plan;
- Establishing and implementing a proactive safety program to manage risks to a level that is acceptable and consistent with safety performance;
- Ensuring protections for any employee who discloses a safety concern through the employee safety reporting program;
- Complying with, and wherever possible, exceeding the expectations of legislative and regulatory requirements and standards;
- Ensuring all staff are provided with adequate and appropriate safety-related information, personal protective equipment and training, are competent in safety management matters, and are allocated only to tasks commensurate with their skills;
- Communicating the purpose and benefits of the SMS to all staff, managers, supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization and all employees will receive appropriate information and SMS training;
- Verify the SMP is signed by the Community Services Director (accountable executive) to convey that SMS is important to the highest level of the organization;
- Establishing and measuring our safety performance against realistic and data-driven safety performance indicators and safety performance targets;
- Continually improving our safety performance through management processes that ensure appropriate safety management actions are taken and are effective; and
- Verify externally supplied systems and services to support our operations are delivered to meet our safety performance standards.
- Verify that the strategies and guidelines to address infectious disease planning and response are consistent with the Centers for Disease Control and Prevention (CDC) and the Georgia Department of Public Health and local health authorities in order to minimize exposure to infectious diseases in accordance with 49 USC section 5329 (d)(1)(D).

This PTASP describes our safety efforts and programs, and through our thorough implementation of such efforts and programs we explicitly show our commitment to system safety based on SMS principles, as per 49 CFR Part 673 and requirements dictated in 49 USC 5329.

2.2 Employee Safety Reporting – 673.23(b)

Employees are required to embrace HAT's safety goals and objectives and are encouraged to report safety concerns, issues, or hazards. Executive management has established a safety reporting process for employees to voice their safety concerns without fear of retribution or blame. All frontline personnel will be responsible for utilizing this program as necessary. Our employees (including contractors) have a duty to report any unsafe condition to their supervisor, manager, or the Chief Safety Officer (CSO). Unsafe conditions may include issues with policies, procedures, physical conditions, events, information about an issue, among others. All violations of agency safety rules or procedures (including regulatory requirements of the agency) may result in disciplinary action. No action will be taken against any employee who communicates a safety condition through our reporting program unless such disclosure indicates an illegal act, gross misconduct or negligence, or a deliberate or willful disregard of our rules, policies and procedures. Once actions to remediate a safety violation have been determined, they shall be communicated throughout the organization and carried out.

2.3 Safety Management Policy Communication – 673.23(c)

HAT staff are informed of their responsibilities related to safety and the requirements of our Safety Plan during onboarding. Communicating the purpose and benefits of this Safety Plan and SMS principles among executive and senior management, supervisors and frontline staff are the most important jobs of all of our employees. All employees understand their respective safety roles and obligations and in identifying and assessing safety risks in the workplace and in agency operations. Fostering and reinforcing these obligations through regular agency-wide communications and programs are critical functions of senior management and the CSO including but not limited to:

- Safety meetings;
- Operator meetings with supervisors and managers;
- Newsletters;
- Safety bulletins;
- Safety emails and text message alerts;
- Radio supervisor communication with operators;
- One-on-one communication between supervisors and frontline employees;
- Meetings with contractors;
- Committee meetings; and
- Safety campaigns.

2.4 Safety Responsibilities

The purpose of this Safety Plan is to maintain a formal safety program and establish a coordinated safety effort responsive to the needs of the operating, maintenance, and support departments. We emphasize the goal of all personnel and contractors to work toward the common goal of minimizing the occurrence of customer and employee accidents and incidents by providing safe revenue service to our customers and a safe work environment for our employees.

The following personnel lead the organization in the implementation of our Safety Plan:

Accountable Executive – Community Services Director (Phillippa Lewis Moss, current incumbent)

- Establishes and sets an organizational example for safety objectives and goals;
- Directs human resources;
- Manages agency finances;
- Oversees operations and maintenance programs;
- Promotes and communicates safety policy and programs;
- Participates in regular meetings with key staff to understand the status of safety programs and data; and
- Ultimately holds responsibility for all agency safety outcomes.

Chief Safety Officer (CSO) – Transit Operations Supervisor (Glenda Watts)

- Designated by the Community Services Director to manage and implement the Safety Plan throughout the agency;
- Regularly reports to the Community Services Director to provide status reports on HAT's safety program implementation;
- Manages the employee safety reporting program;
- Chairs safety meetings with key departmental managers including operations and maintenance;
- Participates in formal meetings with the FTA and GDOT on safety regulatory and program topics;
- Reports Safety Performance Targets (SPTs) to the Gainesville-Hall Metropolitan Planning Organization (GHMPO);
- Develops and implements safety policies, procedures, and programs;
- Supervises and oversees work of assigned safety staff, conducts performance reviews with staff, and initiates appropriate actions related to such;
- Directs the hazard management process and provides notification of reportable accidents, incidents, and hazardous conditions;
- Investigates employee and vehicle accidents/incidents and injuries and works to develop programs to reduce accidents and injuries;
- Conducts inspections and research safety codes, standards, and regulations;
- Compiles and analyzes health and safety statistics; produces reports, records, documents, and manifests; accesses and updates database files;
- Coordinates staff safety meetings and attends meetings, conferences and group functions related to safety;
- Develops and conducts training sessions relating to safety issues;
- Identifies health and safety concerns, analyzes reports and information, develops programs for accident/injury prevention, and submits recommendations to reduce frequency of accidents;
- Develops departmental and organizational Key Performance Indicators (KPI); and
- Conducts risk identification, evaluation, control, funding, and administration.

The CSO has a direct line of reporting to the Community Services Director.

In addition, SMS implementation is supported by other positions within the HAT management structure, as well as key staff including:

- Public Works Director – This position falls under the Department of Public Works of the City of Gainesville;

- Fleet Manager – This position reports to the Public Works Director and is responsible for maintenance of the transit vehicles;
- Community Services Deputy Director/HAT General Manager;
- HAT Vehicle Operator/Trainer; and
- Vehicle Operator/Trainers.

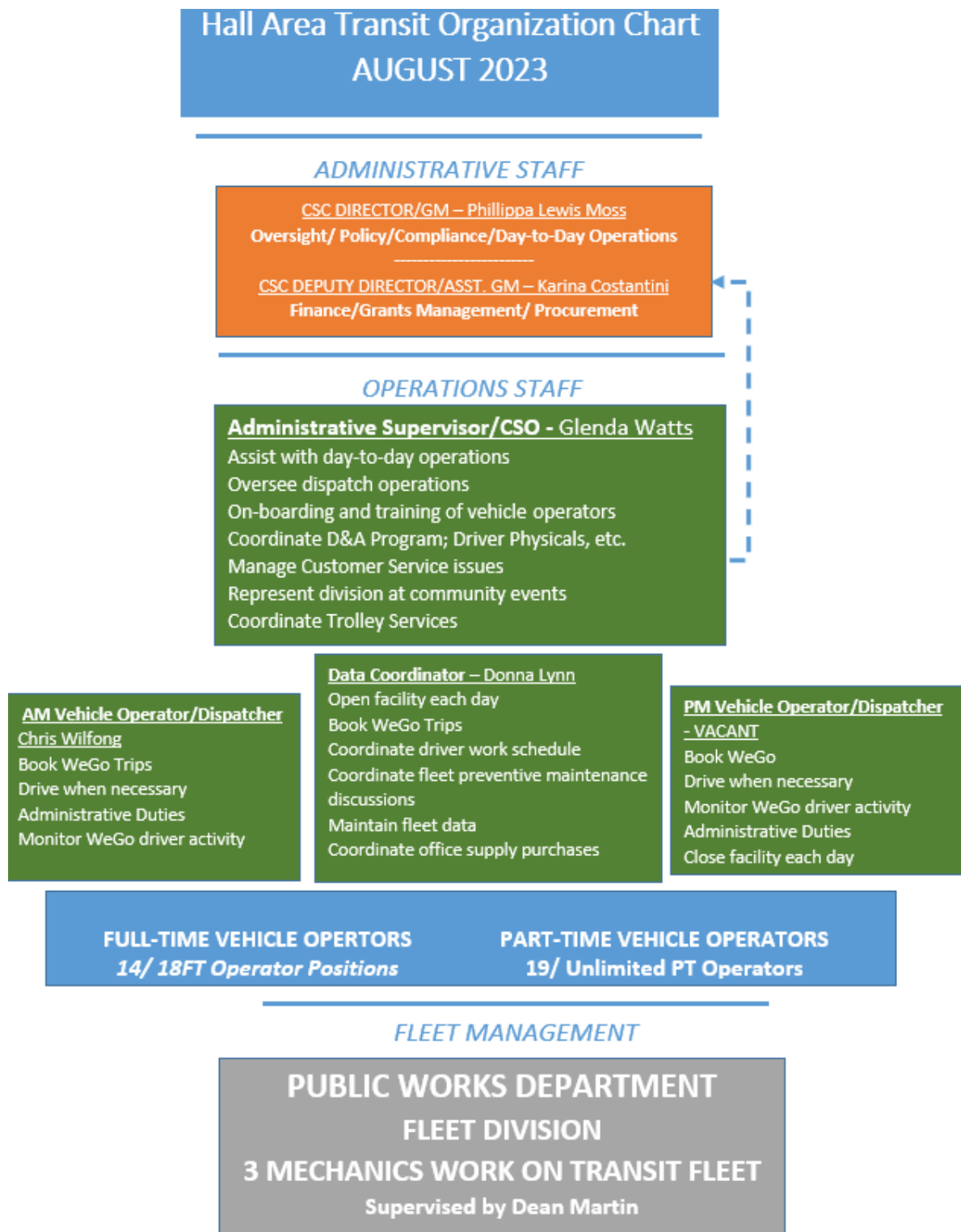
These personnel have the following authorities, accountabilities, and responsibilities:

- Participate as members of HAT Safety Committee;
- Complete training on Safety Plan elements;
- Oversee day-to-day operations of the Safety Plan in their departments;
- Modify policies in their departments consistent with implementation of the Safety Plan, as necessary; and
- Provide subject matter expertise to support implementation of the Safety Plan as requested by the Community Services Director or the CSO, including Safety Risk Management activities, investigation of safety events, development of safety risk mitigations, and monitoring of mitigation effectiveness.

Additionally, maintenance of transit vehicles is performed by the City of Gainesville Department of Public Works.

The overall HAT Organization Chart, which includes the applicable executive management positions/departments can be found in on the following page.

Figure 1 Hall Area Transit Organization Chart



2.5 Safety Committee

The CSO will convene monthly meetings of the Safety Committee to discuss safety program issues, safety data/performance indicators, Safety and Transit Asset Management (TAM) Plan updates, among various other issues that pertain to overall agency safety matters. The Safety Committee is an executive-level function that will at minimum include the Community Services Director, key representatives from Operations and Maintenance, and will be chaired by the CSO. The objectives of regular meetings of the Safety Committee are to ensure that the Community Services Director is well-versed in the implementation of the Safety Plan, KPI, and other important data, and that executive-level staff have a regular multi-disciplinary forum to discuss pertinent safety issues and policy. The official description of the Safety Committee activities and requirements is described in the Gainesville Safety Committee Policy (2021) below.

PURPOSE

The purpose of this policy is to establish the Gainesville Safety Committee (GSC). This program shall be a tool utilized to encourage a culture of safety throughout all City departments and physical assets.

The City of Gainesville is concerned about the safety of our employees and citizens and the protection of property, both public and private. Risk Management has determined that one way to address these concerns effectively is through employee safety education and initiatives communicated through departmental representatives.

STATEMENT OF POLICY

It shall be the policy of the City of Gainesville to provide the highest degree of safety and health for employees and the general public.

ORGANIZATION

Gainesville Safety Committee shall be composed of eleven Department Safety Representatives who reflect the departments within the main physical assets of the City. The City's Risk Manager shall serve as the Chairperson and take responsibility of the committee.

Sub-committees shall be established for departments with multiple divisions, with the purpose of dividing specific tasks outlined by GSC and providing recommendations to the committee based on departmental needs. Departmental sub-committees shall consist of one employee per division within the department.

Gainesville Safety Committee will be composed of one member per department at any given time, and shall be structured as such:

Departments/Physical Assets Represented

- Administrative Services – Risk Manager
- City Manager's Office
- Communications and Tourism
- Finance
- Economic and Community Development
- Public Works
- Water Resources
- Parks and Recreation

- Fire
- Police
- Transit/Community Services
- Golf Course
- Information Technology

At the recommendation of the Risk Manager and Administrative Services Director, each of the representing department heads shall select and approve an employee to be their Department Safety Representative (DSR).

EXPECTATIONS OF COMMITTEE MEMBERS

All Department Safety Representatives shall attend, participate and represent the department, and physical assets in which their department/divisions reside, at the Gainesville Safety Committee meetings. Representatives shall serve as departmental safety leaders, promoting safety in the workplace by exhibiting safety awareness, encouraging employee involvement, and leading departmental efforts to identify and mitigate identified hazards and exposures.

The DSR shall communicate expectations, share discussions and safety concerns with the subcommittee members and employees of the departments they represent.

DSR's will also bring departmental safety concerns to the Committee for review and possible department director recommendations.

It is the responsibility of every Department Safety Representative to maintain employee and department confidentiality regarding any identifying information that might be disclosed during meetings.

KEY OBJECTIVES OF GAINESVILLE SAFETY COMMITTEE

- Review accidents and injuries, claim summaries, and loss analyses with the purpose of developing strategies for preventing reoccurrences of similar incidents.
- Develop safe work practices and review departmental safety plans (active shooter procedures, weather-related emergency response, etc.).
- Develop, coordinate, and conduct safety trainings for City employees.
- Inspect City-owned properties, identify hazards/potential loss exposures, and develop mitigation strategies.
- Make recommendations to Department Directors on necessary measures to mitigate accident/injuries, and to meet compliance with inspection recommendations.

MEETING SCHEDULE

The Gainesville Safety Committee shall meet at least once every other month. The departmental sub-committees shall meet a minimum of once per month or more if needed, which shall be determined by the Risk Manager and Department Safety Representative. These meetings can consist of a very short safety topic or concern similar to a "tailgate talk".

ATTENDANCE

Each Department Safety Representative should be present for every meeting, if a representative cannot attend for a valid reason, he/she should notify the City's risk manager prior to the meeting. More than two absences without valid reasoning may result in dismissal.

SAFETY INSPECTIONS

The City's Risk Manager and DSR will perform two safety related inspections of their department's facilities per year. Following the first bi-annual inspection, a detailed report will be submitted to the Department Director and Department Safety Representative to include necessary action items and recommendations, with an expected date to meet compliance. A copy of the inspection report will also be submitted to the Administrative Services Director. The Risk Manager and Department Safety Representative will conduct a second inspection with the fundamental purpose of verifying compliance with action items and recommendations from the first inspection. The length of time between the first and second inspection should be no longer than a 3-month period. A response to recommendations shall be submitted to Risk Management for record keeping and quality control purposes. The Risk Manager shall provide feedback and resources to the Department Safety Representative as needed.

3. Safety Risk Management (673.25)

3.1 Safety Risk Management Program

By adopting this PTASP, HAT is establishing the Safety Risk Management process presented below for identifying hazards and analyzing, assessing, and mitigating safety risk in compliance with the requirements of 49 CFR Part 673.25. The Safety Risk Management processes described in this section are designed to implement the HAT SMS.

HAT promotes the proactive identification and evaluation of hazards before they escalate into accidents or incidents. This Safety Plan and its programs must be effective in identifying and minimizing hazards in the operational environment. All operations must be viewed from a systems perspective in that the safety-critical functions of one group may impact those of one or more others. This focus on system safety is meant to foster the understanding of the interdependence of actions on overall safety. As such, our hazard management program involves a multi-disciplinary review process that is ultimately managed by the Safety Committee, led by the CSO. There are three basic objectives:

- Hazard identification;
- Hazard assessment; and
- Safety risk mitigation.

3.2 Hazard Identification

Hazard identification and resolution is a core element of the Safety Plan emphasizing timely correction of unsafe conditions, anticipated and reconciled before serious accident, injury, or damage occurs. Our risk management program includes the following practices:

- Employee safety reporting;
- Driver, dispatcher, supervisory and maintenance performance information;
- Rules compliance checks;
- ADA compliance reviews;
- Asset conditions assessments;
- Camera and event recorder reviews;
- Environmental information;
- Safety observations;
- Pre- and post-trip inspections;
- Vehicle, facility and equipment inspections;
- Internal safety investigations;
- Fitness for duty checks;
- Accident reports;
- Compliance programs;
- Safety Committee reviews; and
- Public feedback/complaints.

HAT emphasizes the timely identification and correction of unsafe conditions, anticipated, and reconciled before serious accident, injury, or damage occurs. To ensure we provide as safe and reliable transportation services as possible, we have established a process by which hazards are identified, analyzed for potential impact on the operating system, and resolved in a manner acceptable to management and applicable regulatory agencies. All management, staff, contractors, and suppliers are required to implement high standards of safety and system

assurance throughout the design, construction, testing, and operational phases of our projects. Hazards which cannot be eliminated with design mitigations and include the implementation of safety warning devices are usually addressed by training, and/or written procedures to prevent mishaps. Most hazards are identified in the field, reported, entered in reports, and are addressed by the responsible departments through routine corrective measures that do not require special attention.

Hazards can be identified through a host of sources ranging from daily experience (accidents, incidents, or safety concerns), gathered data, information submitted by patrons, to detailed analyses and assessments of existing conditions, among others. Once hazard causes, consequences, and likelihood of occurrence have been assessed, priorities for resolution can be established. The risks associated with hazards are accepted, minimized, controlled, or identified for future remedy. Safety efforts must, however, continue to ensure that the implementation of hazard remedies do not create new safety concerns.

3.3 Hazard Assessment

Hazard assessments shall include specific inputs, reviews, and comments from any department and personnel, as necessary. To categorize the severity of a hazard, the likely effects on passengers, employees, general public, and assets must be established. Hazard severity ratings are based on categories from Military Standard 882E (MILSTD-882E) and require system key agency stakeholders to make subjective determinations of the worst case that could be anticipated to result from design inadequacies, human error, component failure or malfunction. Hazard severity categories are defined to provide a qualitative measure of the worst credible mishap from resulting from personnel error, environmental conditions, design inadequacies, and procedural deficiencies for a system, subsystem or component failure or malfunction. **Table 1** below summarizes the hazard severity categories. It reflects the principle that not all hazards pose an equal amount of risk to personnel safety.

As part of this process, infectious disease exposure control measures are incorporated into our Safety Risk Assessment to address the specific risks associated with potential infectious disease transmission in transit environments. The assessment will evaluate factors such as:

- Risk of Exposure: Identification of high-contact areas and activities where employees and passengers may face increased exposure to infectious diseases.
- Protective Measures: Availability and use of personal protective equipment (PPE) for staff and appropriate hygiene resources for passengers.
- Hygiene and Sanitization Protocols: Regular cleaning and sanitizing of high-contact surfaces, in accordance with public health guidelines, to reduce the risk of disease transmission.
- Training and Communication: Staff training on infectious disease prevention and ongoing communication of public health guidelines and agency policies.

To assess the severity of infectious disease hazards, we will analyze potential outcomes such as transmission rates, workforce health impacts, and operational disruptions. Each of these factors contributes to the overall severity and probability categorizations used to evaluate the risk level. This proactive approach helps identify, mitigate, and monitor infectious disease risks within our operations, ensuring compliance with best practices for health and safety.

Hazard severity categories are defined to provide a qualitative measure of the worst credible mishap from resulting from personnel error, environmental conditions, design inadequacies, and procedural deficiencies for a system, subsystem or component failure or malfunction. Table 1 below summarizes the hazard severity categories. It reflects the principle that not all hazards pose an equal amount of risk to personnel safety.

Table 1 – Hazard Severity

Characteristics				
Severity Level	People	Equipment/Services	Financial	Reputational
Catastrophic 1	Several deaths and/or numerous severe injuries (per event)	Total loss of equipment or system interruption, requiring months to repair	Estimated loss in excess of \$5 million	Ongoing media coverage, irreparable reputational damage, government intervention (weeks-months)
Critical 2	Low number of deaths and/or severe injuries (per event)	Significant loss of equipment or system interruption, requiring weeks to repair	Estimated loss in the range of \$500,000 to \$5 million	Prolonged media campaign, serious reputational damage, sustained government involvement (days-weeks)
Major 3	Minor injury and possible serious injury (per event)	Some loss of equipment or system interruption, requiring 7 days or less to repair	Estimated loss in the range of \$50,000 to \$500,000	Adverse media coverage, reputational damage, government involvement
Marginal 4	Possible minor injury (per event)	Some loss of equipment, no system interruption, less than 24 hours to repair	Estimated loss in the range of \$1000 to \$49,999	Local media coverage and some reputational damage
Insignificant 5	No injury	Minor damage to equipment, no system interruption, no immediate repair necessary	Estimated loss is likely less than \$1000	No adverse media or reputational damage

The likelihood that a hazard will occur during the planned life expectancy of a system element, subsystem, component, or daily operational function can be described subjectively in potential occurrences per unit time, event, population, items or activity. A qualitative hazard likelihood may be derived from research, analysis, and evaluation of historical safety data or a similar system. The CSO, departmental managers or the Safety Committee can assign a likelihood rating to a particular event or a specific hazard. Supporting rationale for assigning a hazard likelihood is documented in hazard analysis reports, memos, or minutes from meetings. The assessment of the likelihood of hazard occurrence will consider specific system operations based on the current system configuration. Hazard likelihood levels to be considered are shown in **Table 2** below

Table 2 – Hazard Likelihood

Likelihood	Specific Item	Fleet / Inventory	Frequency
A Frequent	Likely to occur frequently in the life of an item	Continuously experienced	26 or more events in a year
B Probable	Will occur often in the life of an item	Will occur frequently in the system	13 to 25 events in a year
C Occasional	Likely to occur sometime in the life of an item	Will occur several times	6 to 12 events in one year, or less than 24 events in 5 years
D Remote	Unlikely but possible to occur in the life of an item	Unlikely, but can be expected to occur	1 to 5 events in one year or less than 10 events in 10 years
E Improbable	Unlikely to occur but possible	Unlikely to occur, but possible	1 event in 25 years
F Eliminated	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.		

The Hazard Risk Index (**Table 3**) combines hazard categories, severity and probability to constitute a chart to assist in the evaluation of specific hazards and their associated levels of risk.

Table 3 – Hazard Risk Index

Hazard Categories					
Frequency	1 Catastrophic	2 Critical	3 Major	4 Marginal	5 Insignificant
A Frequent	1A	2A	3A	4A	5A
B Probable	1B	2B	3B	4B	5B
C Occasional	1C	2C	3C	4C	5C
D Remote	1D	2D	3D	4D	5D
E Improbable	1E	2E	3E	4E	5E
F Eliminated	1F	2F	3F	4F	5F

Hazard Risk Index	Risk Decision Criteria
Unacceptable	Hazard must be mitigated
Undesirable	Requires acceptance from management
Acceptable with Review	Hazard may be accepted with management review
Acceptable	Risk level is acceptable
Eliminated	No hazard remains

3.4 Safety Risk Resolution

Once a risk has been evaluated, the agency will determine a course of action to address a given risk. As per the process above, a risk may be eliminated by eliminating the source of the hazard. For example, if a special service route has experienced incidents, such hazards will be eliminated when such special service is also eliminated. In other instances, for example, the CSO and Safety Committee may utilize accident/incident data over time to discuss the hazards of vehicle rear-endings and evaluate the type, severity and probability of these accidents, and mitigation measures to prevent these mishaps in the future. Such mitigations may include new standard operating procedures, policies, additional training requirements, public awareness campaigns, or even vehicle design changes.

This methodology may be applied for the analysis of risks of day-to-day operations as well as for preliminary hazard assessments (PHA) when designing new system infrastructure. During the safety certification process to develop system expansions, identified hazards can be addressed by designing system elements for minimum risk, and/or incorporating safety and warning devices.

3.5 Safety Risk Tracking

Some more complex hazards may require the use of a Safety Risk Register which may consist of the following information:

- Assigned hazard number;
- Date hazard identified;
- Hazard title;
- Hazard description;
- Sources from which the hazard was identified;
- The element of operation affected by the hazard;
- Initial hazard classification;

- Current hazard classification; and
- Corrective Action Plan (CAP).

The Register, when used, is updated regularly until the hazard CAP has been closed out. All captured data is analyzed for the identification of developing trends to ensure future safety risks/hazards can be mitigated and/or eliminated. A sample log is displayed below:

Hazard ID	Hazard Type	Source	Identification Date	Description	Hazard Rating (Likelihood and Consequence)	Mitigation	Status of feedback with reporter (if applicable)	Updated Hazard Rating (after mitigation)

4. Safety Assurance – 673.27 (a)

The purpose of Safety Assurance is to evaluate the overall effectiveness of safety risk controls established under the Safety Risk Management program. The Community Services Director and CSO are responsible for monitoring and evaluating day-to-day operations to ensure that: 1) emerging risks are identified, 2) HAT is compliant with regulatory requirements applicable to the Safety Plan, and 3) that our safety programs are meeting our safety goals and objectives. Safety Assurance programs provide important feedback and data into the Safety Risk Management process and vice versa to promote safer operations. Through our Safety Risk Management and Safety Assurance activities, we will evaluate the adequacy of procedures, processes, personnel performance, our data collected, and compliance with procedures and programs.

4.1 Safety Performance Monitoring and Measuring – 673.27 (b)

49 CFR Part 673.27 requires transit agencies to establish activities to:

- Monitor its system for compliance with, and sufficiency of, the agency's procedures for operations and maintenance;
- Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended;
- Conduct investigations of safety events to identify causal factors; and
- Monitor information reported through any internal safety reporting programs.

4.2 Monitoring Operations and Maintenance Compliance – 673.27(b)(2)

The Community Services Director has the ultimate responsibility of affording the riding public and employees safe and secure operations. Each employee is required to carry out specific system safety responsibilities in compliance with their job specifications, agency rules and regulations and this Safety Plan. Each department generates its own performance data used for the detection of trends or problems in operations and maintenance prior to the development of a major safety concern. Among the various safety assurance activities overseen by the Community Services Director and CSO include:

- Fleet operations;
- Road supervision;
- Fleet maintenance;
- Drug and Alcohol Program;
- TAM;
- Resource planning;
- Internal operations reviews;
- Accident/incident investigations and other means to determine causal factors;
- Contractor safety efforts;
- Data collection and analysis; and
- Security activities.

HAT employees responsible for responding to an accident are also required to understand the Vehicle Accident Procedure (2022). The City of Gainesville's Risk Management Guidelines (2021) and Accident Review Panel Policy specifically detail procedures for investigating accidents and

issuing recommendations to prevent recurrence. As outlined in the Policy, key objectives of the Accident Review Panel are:

- To assist the City in the effective implementation of its safety programs;
- To gather data to identify trends and to create statistical reports to assist in future loss control efforts;
- To determine whether accidents were preventable or non-preventable; and
- To make recommendations to Department Directors to prevent recurrence of similar accidents in the future.

It is the task of the CSO to monitor and measure the safety performance of operations through data provided from the various departments and report to the Community Services Director and Safety Committee periodically. Using collected data and assessing trends, we develop minimum performance standards to meet agency safety targets and goals. From there, we may utilize KPI that show us whether or not we are achieving our safety targets and goals. Selected data is accumulated and analyzed for ongoing trending and performance measurement, including fatalities, injuries to passengers and/or personnel, system reliability, and other safety related events. This data comes from various sources including, but not limited to:

- Event reports;
- Observations of operations reports;
- Internal and external inspection, survey, and audit reports;
- Safety suggestions from employees and customers;
- Historical knowledge;
- Seasonal events and effects;
- Environmental considerations;
- New equipment or facility deployments;
- Fleet issues;
- Process reviews and audits;
- Training efforts; and
- Peer reviews.

Monitoring and measurement of our safety assurance program establishes a baseline which we can use to compare criteria and conditions at other specific points in time. Once a baseline is established through monitoring and measurement, data can be used as criteria in evaluating operations to reduce risk and overall safety objective/goal achievement. Ongoing monitoring is built into our operations, performed continually, and responsive to change. Monitoring includes regular management and supervisory review activities, comparisons, reconciliations, and other routine actions. All data is overseen by the Transit Administrative Coordinator.

The CSO maintains a list of safety risk mitigations in a Safety Risk Register. The mechanism for monitoring safety risk mitigations varies depending on the mitigation.

The CSO establishes one or more mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process and assigns monitoring activities to the appropriate director, manager, or supervisor. These monitoring mechanisms may include tracking a specific metric on daily, weekly, or monthly logs or reports; conducting job performance observations; or other activities. The CSO will endeavor to make use of existing processes and activities before assigning new information collection activities.

The CSO and Safety Committee review the performance of individual safety risk mitigations during Safety Committee meetings, based on the reporting schedule determined for each

mitigation, and determine if a specific safety risk mitigation is not implemented or performing as intended. If the mitigation is not implemented or performing as intended, the Safety Committee will propose a course of action to modify the mitigation or take other action to manage the safety risk. The CSO will approve or modify this proposed course of action and oversee its execution.

4.3 Safety Performance Measures and Targets – 673.11(a)(3)

Among the various KPI that we use are the five safety performance measures that are required by the National Public Transportation Safety Plan (NPTSP): Fatalities, Injuries, Safety Events and System Reliability, as defined below:

- Fatalities – Total number of reportable¹ fatalities and rate per total vehicle revenue miles (VRM) by mode;
- Assaults on Transit Workers – Total number of reportable assaults on transit workers and rate per total VRM by mode.
- Injuries – Total number of reportable injuries and rate per total VRM by mode;
- Safety Events – Total number of reportable events and rate per total VRM by mode; and
- System Reliability – Mean distance between major mechanical failures by mode.

These safety performance measures are based on data submitted to the National Transit Database (NTD). Our annual performance targets for these measures for FY 2024 are as below in **Table 4**. These safety performance targets will be shared with GHMPO to aid in the planning process. HAT will coordinate with GDOT and GHMPO in the selection of state and regional performance targets as requested.

Table 4 – FY 2024 Safety Performance Measures and Targets

MB/DO (per 100,000 VRM)									
Mode - MB	Fatalities	Rate of Fatalities	Injuries	Rate of Injuries	Assaults on Transit Workers	Rate of Assaults	Safety Events	Rate of Safety Events	System Reliability
2021 Actual	0	0.00	0	0.00			2	#DIV/0!	#DIV/0!
2022 Actual	0	0.00	0	0.00			2	#DIV/0!	#DIV/0!
2023 Actual	0	0.00	0	0.00	0.00	0.00	0	#DIV/0!	2,771
Average	0.00	0.00	0	0.00			2	#DIV/0!	#DIV/0!
2025 SPT (MB)	0.00	0.00	0.00	0.00			2.00	#DIV/0!	#DIV/0!

DR/DO (per 100,000 VRM)

¹ The thresholds for “reportable” fatalities, injuries, and events are defined in the NTD Safety and Security Reporting Manual.

Mode - DR	Fatalities	Rate of Fatalities	Injuries	Rate of Injuries	Assaults on Transit Workers	Rate of Assaults	Safety Events	Rate of Safety Events	System Reliability
2021 Actual	0	0.00	0	0.00			2	#DIV/0!	#DIV/0!
2022 Actual	0	0.00	0	0.00			3	#DIV/0!	#DIV/0!
2023 Actual	0	0.00	0	0.00	0.00	0.00	4	#DIV/0!	1,330
Average	0	0.00	0	0.00	0.00	0.00	3	#DIV/0!	#DIV/0!
2025 SPT (DR)	0	0.00	0	0.00	0.00	0.00	3.00	#DIV/0!	#DIV/0!

*rate = events per 100,000 vehicle revenue miles / **System Reliability = miles between major mechanical failures

5. Safety Promotion

Safety Promotion fosters a positive safety culture and improves safety performance by increasing safety awareness through training and communication. Appropriate training for all employees regardless of their position within the agency provides knowledge for a successful safety program. Through communication of lessons learned and safety performance data, employees are made aware of safety priorities and concerns as they relate to their individual job tasks and the entire organization.

5.1 Safety Training

All new and existing employees undergo Safety Plan familiarization training. Employees at all levels of the agency need to understand 1) what the Safety Plan is, 2) how it supports the agency's mission, and 3) what their specific individual Safety Plan responsibilities are. This core element of our comprehensive safety training program applies to all HAT employees directly responsible for safety, including:

- Community Services Director and CSO;
- Bus operators;
- Dispatchers;
- Maintenance technicians; and
- Managers and supervisors.

Our safety training programs include, but are not limited to, the following:

- Employee Training;
 - Professional Driving;
 - Safety Best Practices;
 - ADA and Sensitivity, Lifts, Ramps, & Securement;
 - Accident and Emergency Procedures;
 - Drug and Alcohol Policy;
 - Defensive Driving;
 - Pedestrian Awareness;
 - Active Shooter, Fire Safety, Inclement Weather;
- Standards of Conduct;
- Compliments and Complaints Recording;
 - Reporting Safety and Personal Complaints;
 - Anti-Retaliation Policy;
- Dispatch and Reservationist Procedures;
 - Daily Operations Report;
 - Opening Building Procedures;
- Vehicle Preventative Maintenance Policy and Program (for technicians);
 - Preventative Maintenance;
 - Warranty;
 - Road Calls/Incidents;
 - Safety Inspections;
 - FTA Regulatory Requirements;
 - Maintenance Checklist;
- Operator Training Program
 - Operator Rule Book;

- General Rules and Regulations;
- Safety:
 - Operator Safety;
 - Safe Driving Habits;
 - Reporting Procedures for Accidents and Incidents;
 - Determination of Accident Preventability;
 - Substance Abuse Policy;
- General Code of Conduct;
- Customer Relations; and
- General Operational Duties.

HAT has developed job specifications for all job classifications which require certain skills training in order for personnel to perform job functions safely. For certain positions this will include initial as well as refresher training. HAT maintains records of all employees upon hire and manages their progress through training, annual recertification and retraining if required.

5.2 Safety Communication

All employees, from the Community Services Director to frontline personnel, shall communicate the virtues and requirements of our Safety Plan and program elements. Safety communication activities ensure that all employees and contractors are aware of the following goals and responsibilities:

- The observance of all agency standard operating procedures, policies, and plans;
- The need to systematically identify safety hazards, mitigate risk and reduce fatalities and injuries resulting from transit operations;
- The need to reduce the injury incidence rate by minimizing exposure to unsafe conditions and reducing hazardous employee behavior;
- Providing safe and efficient transit services by ensuring that all vehicles, equipment and facilities are regularly inspected, maintained and serviced as needed; and
- Achieving 100 percent of scheduled routine inspections, preventative and regular maintenance work is completed on time, and essential repairs addressed in a designated time.

Further, HAT encourages employees and contractors to be mindful of their safety responsibilities, and review various safety issues, recommendations, policies, etc. by various means which include but are not limited to:

- Employee Safety Reporting;
- Monthly Safety meetings;
- Operator meetings with supervisors and managers;
- Newsletters;
- Safety bulletins and memos to all staff;
- Safety emails;
- Text message alerts;
- Radio supervisor communication with operators;
- One-on-one communication between supervisors and frontline employees;
- Meetings with contractors;
- Committee meetings; and
- Safety campaigns.

A positive safety culture focuses on finding and correcting systemic issues rather than finding someone or something to blame. A positive safety culture flourishes in an environment of trust, encouraging error-reporting and discouraging covering up mistakes. The need to address behavior that is malicious or recklessly negligent must be balanced with the need for a just culture that is not excessively punitive. A positive safety culture goes beyond simply adhering to procedures. It is demonstrated when employees carry out their duties correctly, with alertness, full knowledge, sound judgment, and a sense of accountability.

6. Annual Update Process

As a part of the annual review process, HAT will ensure that the Safety Plan will be developed in cooperation with frontline employee representatives pursuant to 49 USC 5329(d)(1)(B). The CSO will review and update this Safety Plan annually. The updated version of the Plan will be signed by the Community Services Director and approved by the Gainesville City Council. The newly authorized version will be reissued to all transit personnel for their perusal and comprehension. HAT will maintain all documents that are related to the implementation of this Safety Plan and results from SMS processes and activities. These documents will be made available upon request by the FTA or other related federal entity. All such documents will be maintained for a minimum of three years after they are created. The annual PTASP review will follow the update activities and schedule provided below.

Table 5 - Annual Review/Update Timeline

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Review Agency Operations											
Review SMS Documentation • <i>Safety Policy;</i> • <i>Risk Management;</i> • <i>Safety Assurance; and</i> • <i>Safety Promotion.</i>											
Review Previous Targets and Set or Continue Targets											
Report Targets to National Transit Database (NTD), MPO											
Make Any Necessary Adjustments to PTASP											
Update Version No., Adopt & Certify Plan Compliance											

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Appendix A: PTASP Relationship to Other Federal Laws & Regulations

1. Public Transportation Safety Program Rule - 49 USC § 5329

The Public Transportation Safety Program Rule establishes substantive and procedural rules for FTA's administration of the Public Transportation Safety Program authorized by 49 USC § 5329. The rule establishes FTA's SMS approach to the development and implementation of the Safety Program. Further, it sets rules of practice for the FTA's enforcement authority and describes the contents of a National Public Transportation Safety Plan.

National Public Transportation Safety Plan (NPTSP)- section 5329(b)

Through the NPTSP, the FTA has adopted the principles and methods of SMS as the basis for enhancing the safety of public transportation in the United States. The NPTSP is a policy document, communications tool, and a repository of standards, guidance, best practices, tolls, technical assistance, and other resources.

This Safety Plan was written in accordance to the Public Transportation Safety Program Rule and the NPTSP.

2. Public Transportation Agency Safety Plan (PTASP) Rule - 49 CFR Part 673

The Federal Transit Administration (FTA) published a final rule for PTASP as authorized by the Moving Ahead for Progress in the 21st Century Act (MAP-21). This final rule requires States and certain operators of public transportation systems that receive Federal financial assistance under Urbanized Area Formula Program (49 USC § 5307) to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS). Transit operators must certify they have a safety plan, meeting the requirements of the rule, in place by July 20, 2020.

3. Transit Asset Management (TAM) Rule - 49 CFR Part 625

The PTASP final rule applies to only Section 5307 recipients and sub-recipients, and the TAM rule applies to all operators of public transit. However, the two plans can support one another by providing useful data for agency use and NTD reporting. Pursuant to 49 CFR Part 625, condition assessments were performed as part of safety risk management and safety assurance activities. The results of TAM condition assessments, and subsequent SMS analysis can help prioritize a transit agency's TAM Plan elements. Condition assessments help identify potential safety issues, which could undergo a safety risk assessment as part of safety risk management. Further, TAM data and analysis can also be used for performance monitoring and measurement as part of safety assurance. Results of safety risk assessments and safety performance monitoring and measurement can guide the prioritization of an asset for repair or replacement.

4. National Transit Database (NTD) Rule 49 USC 5335(a)

Transit agency's receiving funding from the Urbanized Area Formula Program (5307) or Rural Formula Program (5311) are required to submit data to the NTD in uniform categories. Agencies submit reports to NTD each fiscal year. The PTASP rule and NTD reporting rule are related, as both rules require agencies to track data based on the same data points; fatalities, injuries and

safety events per total revenue vehicle mile by mode, with the additional requirement of mean distance between major mechanical failures.

Appendix B: Approval by Governing Body

I hereby certify on behalf of Hall Area Transit, that on _____, 2024,
the Gainesville City Council approved the enclosed Agency Safety Plan in accordance
with 49 CFR 673.11(a)(1).

Signature of Authorized Official: _____

Printed Name and Title: _____

Date: _____

RESOLUTION PR-2024-04

Update to Hall Area Transit Title VI Plan

WHEREAS, the Georgia Department of Transportation has requested that the governing body of Hall Area Transit adopt an updated Title VI Plan under the Civil Rights Act of 1964; and

WHEREAS, adoption of a Hall Area Transit Title VI Plan assures the Georgia Department of Transportation and the US Department of Transportation that no person shall on the basis of race, color, national origin, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, Federal Transit Laws 49 CFR Part 21 Unlawful Discrimination, Non-discrimination in Federally Assisted Programs of the Department of Transportation and as per written guidance under FTA Circular 4702.1B, dated October 2012, be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination or retaliation under any program or activity undertaken by the agency; and

WHEREAS, to ensure that the Hall Area Transit Title VI Plan aligns with federal regulations, consultants may recommend minor revisions after the document has been adopted by the Gainesville City Council.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the adoption of the Title VI Plan as of September 2024.

Adopted this 17th day of September, 2024.


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:


Alisa Grayson, Deputy City Clerk



Appendix C: GDOT Plan Certification

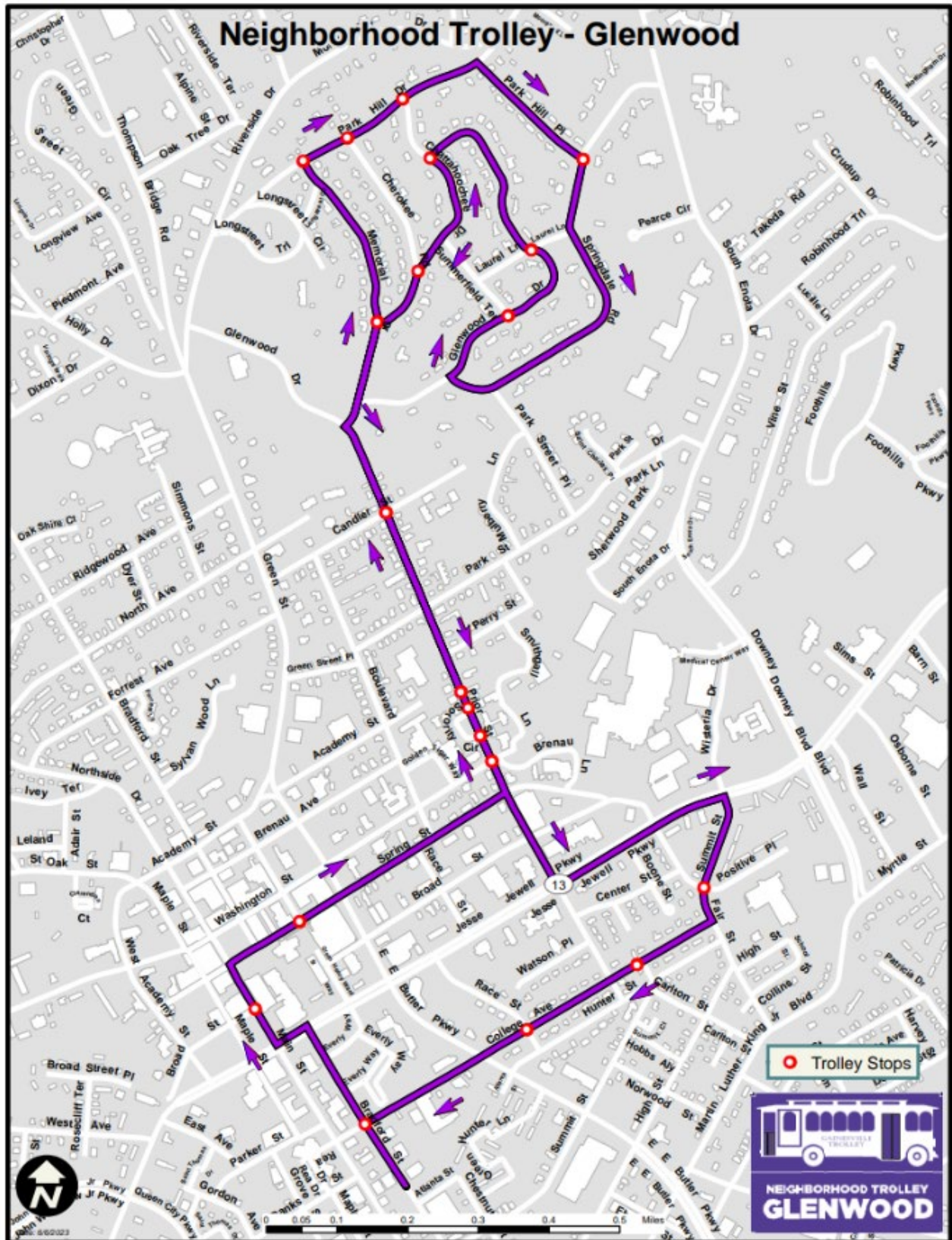
[attach certification letter]

Appendix D: HAT Route Maps

Appendix D-1: Dixon Trolley Map



Appendix D-2: Glenwood Trolley Map



Appendix D-3: Golf Course Trolley Map



Appendix D-4: Riverside Trolley Map





CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: May 29, 2025

Date Submitted: May 30, 2025

Final Approval Date: May 30, 2025

Presenter: Abb Hayes, City Attorney

Item of Business: **Public Hearing Item: June 3, 2025 Council Meeting (Tabled at the May 13, 2025 Planning and Appeals Board Meeting)**
Request from **Bryan Brinson** to annex a 13.36± acres tract located at the southeast corner of the intersection of Old Cornelia Highway and East Ridge Road, having road frontage on the east and west side of I-985 (Lanier Parkway) (a/k/a **1376 East Ridge Road**), and to establish a zoning of Residential-II (R-II). **Ward Number: Three**. Tax Parcel Number(s): 15-033B-000-005. **Request: Residential townhomes.**

Meeting Date: June 3, 2025

Purpose of Request:

This request was tabled at the May 13, 2025 Planning and Appeals Board meeting.

Facts & Issues / History & Background:

Department Recommendation:

No action required.

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. Legal Ad

O.C.G.A. 40-11-2 and will be disposed of if not redeemed. This notice is given pursuant to Georgia Law **147521 5/14, 5/21**

NOTICE OF ABANDONED PROPERTY
Re: 1991 ISUZU STYLUS XS Serial/ VIN: JABRT5356M7404696 Color: BLUE
To Whom It May Concern: The above Property is presently in the possession of the City of Gainesville's Police Department, contact number is 770-538-2426. Attempts to locate the owner have been unsuccessful. The property is deemed abandoned under O.C.G.A. 40-11-2 and will be disposed of if not redeemed. This notice is given pursuant to Georgia Law **147520 5/14, 5/21**

NOTICE OF ABANDONED PROPERTY
Re: 1995 CHEVROLET CAPRICE Serial/ VIN: 1G1BL52W5SR103243 Color: TAN
To Whom It May Concern: The above Property is presently in the possession of the City of Gainesville's Police Department, contact number is 770-538-2426. Attempts to locate the owner have been unsuccessful. The property is deemed abandoned under O.C.G.A. 40-11-2 and will be disposed of if not redeemed. This notice is given pursuant to Georgia Law **147522 5/14, 5/21**

PUBLICATION
IN THE JUVENILE COURT OF SUMNER COUNTY, AT GALLATIN, TENNESSEE OFFICE OF THE CIRCUIT COURT CLERK
EDWIN IVAN CRUZ PONCE
PETITIONER
VS **2024-JV-585 TANIA SORTO**
RESPONDENT
It appearing from the bill filed in this cause, which is sworn to, that the respondent's whereabouts are unknown, however her last known residence was 1617 Park Hill, Apt E3, Gainesville, GA 30501, therefore she cannot be served with the ordinary process of law to bring her before the Court. It is therefore Ordered that the respondent, Tania Sorto enter her appearance herein on or before 30 days of last publication and answer petitioner's bill or the same will be taken as confessed as to her and the matter will be set for hearing exparte. A copy of this Order will be published for four consecutive weeks in The Gainesville Times, a newspaper published in Gainesville, Hall County, Georgia.
KATHRYN STRONG-CLERK
MATT MANIATIS
ATTORNEY FOR PETITIONER
146610 4/23, 30, 5/7, 14

STATE OF GEORGIA COUNTY OF HALL
NOTICE OF SERVICE BY PUBLICATION
IN THE STATE COURT OF HALL COUNTY STATE OF GEORGIA
WELLS FARGO VENDOR FINANCIAL SERVICES, LLC, Plaintiff, v. JOSE CASTREJON, Defendant.
Civil Action File Number: 2024SV001299
ORDER FOR SERVICE BY PUBLICATION
This Honorable Court having read and considered Plaintiff's Motion for Service by Publication on Defendant Jose Castrejon, as well as the accompanying affidavit, ORDERS that service is to be made upon Defendant Jose Castrejon, by serving via publication of summons in the above-referenced matter. So ORDERED, that service be made by publication as provided law. This 9th day of April, 2025.
/s/ John W. Wingate, III, Judge State Court of Hall County, 201981
Wells Fargo Vendor Financial Services, LLC Attorney Contact: Quintairos, Prieto, Wood & Boyer, P.A.
365 Northridge Rd, Suite 230
Atlanta, GA 30350
770-650-8737
146979 4/30, 5/7, 14, 21
You are hereby notified

CLASSIFIED ADVERTISING

that this mobile home, VIN #11412894 A&B, located at 5419 Mountain Lake Terrace, Gainesville, GA 30506 has been deemed abandoned and derelict. You are entitled to a hearing in magistrate court to contest this determination. If you fail to request a hearing within 90 days from April 9th, 2025, or if it is confirmed by a court that this abandoned mobile home is derelict, the owner of the land upon which this mobile home sits shall be entitled to dispose of the mobile home.
146078 4/9, 16, 23, 30, 5/7, 14, 21, 28, 6/4, 11, 18, 25, 7/2

Name Changes

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA
In re the Name Change of Minor Children: Micha Jhase Corn Tiffany Anderson, Petitioner, v. Tristan Corn, Respondent.
Civil Action File No. 2025CV000645
NOTICE OF PETITION TO CHANGE NAME OF MINOR CHILD(REN)
I, Tiffany Anderson, filed a petition in the Superior Court of the Superior Court of Hall County on April 15, 2025, to change the name(s) of the following minor children:
From: Micha Jhase Corn to Micha Jhase Anderson.
Any interested party has the right to appear in this case and file objections within the time prescribed in OCGA sec. 19-12-1(f)(2) and (3).
Dated: 04/15/25
Tiffany Anderson
Petitioner Pro se
Name: Tiffany Anderson
Address: 6403 Grove St Lula, GA 30554
Phone: 770-519-1718
Email: tiffany.diane.88@gmail.com
146768 4/23, 30, 5/7, 14

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA
IN the re the Name Change of: Zander Terry Moss, Petitioner.
Civil Action Case No. 2025CV000321JJD
NOTICE OF PETITION TO CHANGE NAME OF ADULT
Petitioner filed a petition in Hall County Superior Court on Feb. 27, 2025, to change Petitioner's name from: Zander Terry Moss to Zander Terry Rodriguez
Any interested party has the right to appear in this case and file objections within 30 days after the petition was filed.
Date Feb. 27-25
Zander Terry Moss, Petitioner, Pro se
Name: Zander Terry Moss
Address: 2224 Birch Mountain Run, Gainesville, GA 30504
E m a i l : z a n d e r m o s s 2 0 2 4 @ g m a i l . c o m
147361 5/14, 21, 28, 6/4

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA
In re the Name Change of Child(ren): Honor Price Cali Nass Petitioner, v. Daniel Price Respondent.
Civil Action File No: 2025CV000693JGB
NOTICE OF FILING PETITION TO CHANGE NAME(S) OF MINOR CHILD(REN)
I, Cali Nass, file a petition in the Superior Court of Hall County on April, 23, 2025, to change the name(s) of the following minor children
From Honor Irene Price To: Honor Arlene Price
Any interested party has the right to appear in this case and file objections within the time prescribed in OCGA sec. 19-12-1(f)(2) and (3).
Cali Nass Petitioner, Pro Se
Name: Cail Nass
Address: 3892 Fieldgreen CT, Gainesville, GA 30507
Phone: 414-319-9194
Email: Danielcaliprice@gmail.com
147198 5/7, 14, 21, 28

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA
In re the Name Change of:

Asia Marie Parks, Petitioner.
Civil Action Case No. 2025CV000579BCO
NOTICE OF PETITION TO CHANGE NAME OF ADULT
Petitioner filed a petition in Hall County Superior Court on Wednesday April 7, 2025, to change Petitioner's name from Asia Marie Parks to Asia Marie Catalina Salinas
Any interested party has the right to appear in this case and file objections within 30 days after the petition was filed.
Date: 04/07/2025
Asia Marie Parks, Pro se
Name: Asia Marie Parks
Address: 3805 Jones Creek Dr Buford, GA 30519
Phone: 470-731-9427
Email: pasia1919@gmail.com
146933 4/30, 5/7, 14, 21

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA
In re the Name Change of: Jean Gonel Jr, Petitioner.
Civil Action Case No. 2025CV000647JJD
NOTICE OF PETITION TO CHANGE NAME OF ADULT
Petitioner filed a petition in Hall County Superior Court on Wednesday April 16, 2025, to change Petitioner's name from Jean Gonel Jr to John Christopher Gonel Jr
Any interested party has the right to appear in this case and file objections within 30 days after the petition was filed.
Date April 16th, 2025
Jean Gonel Jr, Petitioner, Pro se
Name: Jean Gonel Jr
Address: 4520 White Horse Dr Braselton, GA 30517
Phone: 678-790-8207
E m a i l : g o n e l u s m c @ i c l o u d . c o m
146841 4/23, 30, 5/7, 14

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA
In re the Name Change of: Nailah Nicole Campbell Moss, Petitioner.
Civil Action Case No. 2025CV000578BCO
NOTICE OF PETITION TO CHANGE NAME OF ADULT
Petitioner filed a petition in Hall County Superior Court on Wednesday April 7, 2025, to change Petitioner's name from Nailah Nicole Campbell Moss to Nailah Jeannick Francois
Any interested party has the right to appear in this case and file objections within 30 days after the petition was filed.
Date: 04/07/2025
Nailah Nicole Campbell Moss, Pro se
Name: Nailah Nicole Campbell Moss
Address: 3805 Jones Creek Dr Buford, GA 30519
Phone: 470-731-0766
Email: itsnailah@yahoo.com
146932 4/30, 5/7, 14, 21

NOTICE OF PETITION TO CHANGE NAME
GEORGIA County of Hall Notice is hereby given that, the undersigned, filed a Petition for Name Change in the Superior Court of Hall County, Georgia, Civil Action File No. 2025CV000671, on the 22nd day of April, 2025, on behalf of her client praying for a change in the name of petitioner from Gennifer Page Sawyer to Gennifer Page Russell. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within 30 days of the filing of said petition.
SMITH, GILLIAM, WILLIAMS & MILES, PA
Kelly Anne Miles Attorney for Petitioner
GA Bar Number: 505665
kmiles@sgwmfirm.com
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30503
770-536-3381
146946 4/30, 5/7, 14, 21

Public Hearings

NOTICE is hereby given that the **Hall County Planning Commission** shall conduct a public hearing at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia, at 5:15 p.m. on Monday,

June 16, 2025 to consider the following:
1.5183 Glen Forrest Drive | Variance to section 4.3 | to reduce the minimum yards | on a 1.72± acre tract located on the south side of Glen Forrest Drive, approximately 1,363 feet from its intersection with Glen Forrest Court | Zoned R-1; Tax Parcel 15043K000021 | **Proposed Use: Bring an existing residence into compliance** | * Commission District 1 | **Chinyere Ozoemena, applicant**
2. 5235 & 5241 Winder Highway | Variance to Section 6.2 | GCOD Transitional Buffers | on a combined 1.47± acre traced located on the northeast side of Winder Highway, approximately 2,665 feet from its intersection with Howington Road | Zoned I-1; Tax Parcels 15028 000019 & 15028 000029 | **Proposed use: Office/warehouse** | *Commission District 1 | **Genuine Mapping & Design c/o Ben Drerup 3.3654 Friendship Road, 3760, 3746 & 3778 Friendship Circle | Special Use** | to amend conditions of zoning | on a 116.04± acre tract located on the south side of Friendship Circle at its intersection with Friendship Place | Zoned PRD; Tax Parcels 15048 000008, 000007, 000025C, & 000204A | **Proposed use: Model homes & construction trailer** | **Commission District 1 | **Taylor Morrison of GA, LLC, applicant**
4. 3654 Thompson Bridge Road | Special Use | to amend conditions of zoning | on a 1.37± acre tract located on the northeast side of Thompson Bridge Road, approximately 736 feet from its intersection with Southers Road | Zoned PCD; Tax Parcel 10104 000002 | **Proposed use: Financial Institution** | ** Commission District 2 | **Fifth Third Bank c/o Tammala Brooks, applicant**
5.(A) 2978 Athens Highway | Rezone | from Light Industrial (I-1) to Highway Business (H-B) | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 | **Proposed use: Convenience store with fuel sales** | ** Commission District 3 | **Asif Mistry, applicant (B) 2978 Athens Highway | Special Use** | for fuel sales in GCOD | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 | **Proposed use: Convenience store with fuel sales** | ** Commission District 3 | **Asif Mistry, applicant 6.2620 & 2634 Barrett Road | Rezone** | from Light Industrial (I-1) and Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) | on a combined 4.42± acre tract located on the southeast of Athens Highway, at its intersection with Barrett Road | Zoned I-1 & AR-1; Tax Parcels 15023A000037 & 15023A000007 | **Proposed use: Repackaging of processed animal products** | ** Commission District 3 | **Degaria Dowdy, applicant**
7.5401 Old Winder Highway | Rezone | from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R- MF) | on a 84.30± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) | **Proposed use: 700 unit residential development** | ** Commission District 1 | **K2P Land Partners, LLC, applicant**
8. 5401 Old Winder Highway | Rezone | from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 194.10± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel

15039A000007(pt) | **Proposed use: Industrial park** | ** Commission District 1 | **K2P Land Partners, LLC, applicant**
NOTE: In accordance with Georgia law, anyone who (a) wishes to express opposition to the proposed rezoning and (b) has made, within two years immediately preceding the filing of the proposed rezoning, campaign contributions aggregating \$250 or more to a member of the County Commission shall file a disclosure of contributions with the Planning Department at least five (5) days prior to the first hearing of the proposed rezoning by the County Commission. (OCGA § 36-67A-3[C]).
*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision. The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, July 24, 2025, at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.
**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, July 24, 2025. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.
147525 5/14

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE GAINESVILLE ZONING MAP
Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, June 3, 2025 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in Gainesville on the following requests:
1) Request from **Bryan Brinson** to annex a 13.36± acres tract located at the southeast corner of the intersection of Old Cornelia Highway and East Ridge Road, having road frontage on the east and west side of I-985 (Lanier Parkway) (a/k/a **1376 East Ridge Road**), and to establish a zoning of Residential-II (R-II).
Ward Number: Three
Tax Parcel Number(s): 15-033B-000-005
Request: Residential townhomes
Additional information is available from the Community and Economic Development Department, Planning Division, by calling 770-531-6570.
NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating \$250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA §36-67A-3 3 (c))
147510 5/14

The Buford City Commission will hold a public hearing on Monday, June 2, 2025 at 7:00 p.m. at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 to consider a zoning modification at Bethany Estates Subdivision on New Bethany Road from zoning conditions of Plat #644/#Z-22-33 approved by City Commission on February 6, 2023. The applicant is BBC Investment Group, LLC. The zoning modification is to modify condition #3

to include a courtyard garage with front entry.
147229 5/7

Public Sales/Auctions

Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
Extra Space Storage
891 W Ridge Rd
Gainesville, GA 30501
May 23,2025
1:00 PM
Unit 1050
Estrella Cordero
Household goods
Unit 2275
Michael Keeton
Household goods, TV, clothes, toys
The auction will be listed and advertised on www.storage-treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
147127 5/7, 5/14

FLOWERY BRANCH MINI STORAGE
5110 Chattahoochee St. Flowery Branch, GA 30542 will hold an online auction on May 29, 2025 at NOON on www.storageauctions.com. The units include: E-51 & C-4/Grace Carcamo – household items.
147491 5/14, 21

Notice of Public Auction
Mini Mall Storage
6720 Cleveland Highway Clermont, GA 30527 (770)824-9900
We will be holding a public auction online at **SelfStorageAuction.com**
Date: May 28th, 2025 at 10 am The payment methods excepted for this are cash, debit, Visa, Mastercard and Amex.
All sales are final: The bidder must place a \$100.00 cash deposit, make payment and clear out the unit within 48 hours from the time the auction closes. Once the unit has been inspected, the \$100.00 cash deposit will be returned to the bidder. We currently have 1 unit in auction.
Unit: A15- Bookshelf, Small Entertainment Stand, Upholstered Chair, Pictures, Vacuum Cleaner (Shark), Coffee Table, Rake, Nightstand, Locking File Drawer, Boxes, Miscellane us Items
147463 5/14, 5/21

Notice of Public Auction
Mini Mall Storage
6720 Cleveland Highway Clermont, GA 30527 (770)824-9900
We will be holding a public auction online at **SelfStorageAuction.com**
Date: May 22nd, 2025 The payment methods excepted for this are cash, debit, Visa, Mastercard and Amex.
All sales are final: The bidder must place a \$100.00 cash deposit, make payment and clear out the unit within 48 hours from the time the auction closes. Once the unit has been inspected, the \$100.00 cash deposit will be returned to the bidder. We currently have 1 unit in auction.
Unit: D03– New Truck Tires, Brush Guard, Elliptical Stepper, Papa Son Chair, Bed headboard and footboard, Bed frame, Totes, Boxes, Bags, and Miscellaneous Items.
147240 5/7, 5/14

Notice of Public Sale
In accordancer with Georgia Law Chapter 40-11-5 the following vehicles have been deemed abandoned and will be sold at a public sale on 05/29/2025 at 10:30 am
Said vehicles are located at 3696 Browns Bridge Rd Gainesville, Ga 30504 1FT5W21R48EC12463 2008 Ford F250
147297 5/14, 5/21

Notice of Sale.
Notice is Hereby given that Northeast Georgia Storage Center LLC, intends to sell the personal property

described below to enforce a lien imposed on said property pursuant to the Georgia Self-Storage Facility Act, Georgia Code Section 10-4-210 to 10-4-218. The undersigned will sell at public sale by competitive bidding on Friday, May 23rd, 2025 at 9:00 am on the premises where said property is being stored and which is located at, Northeast Georgia Storage Center, 1980 Delta Drive, Gainesville Georgia 30501, County of Hall, State of Georgia. 770-536-5173. The personal property found in units: E022 Steven Francis - Boxes/totes, board games, camo bags, archery target, drill press; F018 Dustin Jones -Storage Boxes; F034 Carrole Wright-Bags, Boxes, Furniture, Lamps, household items; M007Joseph Mack Jr. - Bags, 2 Suitcases. Purchases must be made with cash. All items are sold as is. Sale is subject to cancellation and Tenant has the right to redeem prior to sale.
147274 5/7, 5/14

Notice of Self Storage Sale
Please take notice Lakeside Storage located at 2221 Dawsonville Hwy Gainesville GA 30506 intends to hold a public sale to sell the property stored in the following units stored at the Facility. The public sale to the highest bidder will occur as an online auction via www.lockerfox.com on 5/28/25 at 10:00 AM. Unless stated otherwise the description of the contents are household goods, furnishings and garage essentials. Clinton D Poole unit #425. All property is being stored at the above self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.
147162 5/7, 5/14

Notice of Self Storage Sale
Please take notice McEver Road Self Storage 5140 McEver Road Oakwood GA 30566 intends to hold a public sale to sell the property stored in the following units stored at this facility. The public sale to the highest bidder will occur at an online auction via www.storageauctions.com on 5/21/2025 at 2:00pm. Unless stated otherwise the description of the contents are household goods, furnishings, and garage essentials.
Glody Muya
Unit #062
Household Goods, Misc.
Leslie Turner
Unit #158
Household Goods, Misc.
Trenton Arthur
Unit #160
Household Goods, Misc.
Thomas Long
Unit #205
Household Goods, Misc.
Jerry Mintz
Unit #215
Household Goods, Misc.
Curtis Rosebud
Unit #290
Household Goods, Misc.
Randy Martin
Unit #409
Household Goods, Misc.
Shaneqwa Gibson
Unit #414
Household Goods, Misc.
Courtney Sharpe
Unit #519
Household Goods, Misc.
Edward McGinley
Unit #558
Household Goods, Misc.
Felipe Rios
Unit #604
Household Goods, Misc.
Jason Adams
Unit #738
Household Goods, Misc.
Mark Norton
Unit #750
Household Goods, Misc.
Chrystal Saxon
Unit #845
Household Goods, Misc.
DeShaun Young
Unit #849
Household Goods, Misc.
Tiffany Tatum
Unit #877
Household Goods, Misc.
Amy Conger
Unit #922
Household Goods, Misc.
All property is being stored at the above self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See store manager for more details. All sales are cash only and all items must be removed from the unit within 48 hours. The winning bidder must place a