



**Work Session Agenda**  
**Thursday, January 15, 2026, 9:00 AM**  
**Administration Building, Boardroom (3rd Floor)**  
**300 Henry Ward Way, Gainesville, GA 30501**  
**Mayor or Mayor Pro Tem Presides**

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**DEPARTMENT ISSUES:**

**Community Service Center**

- 2025 Community Trust Fund Campaign Report Phillippa Moss
- Resolution: Public Transportation Agency Safety Plan (PTASP) Karina Costantini

**Public Works**

- Resolution: Accepting Remainder of Millside Parkway as a City Street Matt Tarver

**Water Resources**

- Resolution: Intergovernmental Agreement Between the City of Gainesville and Gwinnett County for Emergency Water Usage Myron Bennett

**CITY MANAGER ISSUES:**

**MAYOR/COUNCIL ISSUES:**

- Ex-Officio Report(s)

**CITY ATTORNEY ISSUES:**

- Resolution: Special Election for City Council Ward 1 Seat to be held in Conjunction with the May 19, 2026 Hall County General Primary/Nonpartisan Election Abb Hayes

**CITY CLERK ISSUES:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

Final: Tuesday, January 13, 2026 12:05 PM



# CITY OF GAINESVILLE

## Work Session Agenda Request

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**Item Created:** December 9, 2025  
**Date Submitted:** January 6, 2026  
**Final Approval Date:** January 14, 2026  
**Presenter:** Phillippa Moss, Community Service Center Director  
**Item of Business:** 2025 Community Trust Fund Campaign Report  
**Meeting Date:** January 15, 2026

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**Purpose of Request:**

Announcement of the 2025 Community Trust Fund Campaign results.

**Facts & Issues / History & Background:**

Each year, Gainesville City employees participate in an annual campaign to raise funds for local charitable programs and services such as Meals on Wheels, United Way and Habitat for Humanity. A volunteer representative from each department disseminates and gathers donation slips from each employee. In 2025 \$61,861.60 in pledges were made. These funds will go to worthy causes throughout the Gainesville-Hall County community.

**Department Recommendation:**

Acknowledge volunteers and employees for their commitment in supporting local charitable programs and services.

**Department Director:**

Phillippa Moss

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

**Amount Requested:**

\$0.00

**Sources of Funds:**

**Finance Comments:**

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**Administrative Comments:**

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**Attachments:**

None



# CITY OF GAINESVILLE

## Work Session Agenda Request

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**Item Created:** December 9, 2025  
**Date Submitted:** January 8, 2026  
**Final Approval Date:** January 14, 2026  
**Presenter:** Karina Costantini, CSC Deputy Director  
**Item of Business:** Resolution: Public Transportation Agency Safety Plan (PTASP)  
**Meeting Date:** January 15, 2026

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**Purpose of Request:**

Request approval to update the Public Transportation Agency Safety Plan (PTASP). Upon approval and execution by GDOT staff, a final copy of the PTASP will be provided.

**Facts & Issues / History & Background:**

The Federal Transit Administration requires that transit agencies submit a public transportation safety plan annually. The plan must be reviewed and approved by the transit agency's governing body.

**Department Recommendation:**

Approve the resolution to update the 2025 PTSAP.

**Department Director:**

Phillippa Moss

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

**Amount Requested:**

**Sources of Funds:**

\$0.00

**Finance Comments:**

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**Administrative Comments:**

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**Attachments:**

1. Resolution: Public Transportation Agency Safety Plan (PTASP)
2. Plan Document: Hall Area Transit PTASP - Draft

**RESOLUTION PR-2026 - \_\_\_\_**

**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 City Manager and/or Mayor to sign all associated documents.

**Adopted this \_\_\_\_ day of \_\_\_\_\_, 2026.**

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**Zack Thompson, 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:**

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**Alisa Grayson, City Clerk**

HALL AREA TRANSIT

# SAFETY PLAN

DECEMBER 2025



## AUTHORIZATIONS

Moving Ahead for Progress in the 21<sup>st</sup> 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.

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. 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
<b>Phillippa Lewis Moss, Community Services Director</b>	

<b>REVISION RECORD</b>				
<b>Revision #</b>	<b>Review Date</b>	<b>Reviewer</b>	<b>Revision Date</b>	<b>Approved By</b>
2	12/31/22	GDOT	12/31/2022	GDOT
3	12/31/23	GDOT	12/31/2023	GDOT
4	12/31/24	GDOT	12/31/2024	GDOT
5	12/31/25	GDOT		

Commented [KT1]: To be updated

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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
DR	Demand Response
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 <sup>st</sup> Century
MILSTD	Military Standard
MB	Motor Bus
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

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## 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 micro transit vanpool service. WeGo, operates M-F from 5am to 9pm. The second service known as the Gainesville Trolley offers shuttle service seasonally.

<b>Transit Agency Name</b>	Hall Area Transit		
<b>Transit Agency Address</b>	687 Main Street, Gainesville, GA 30501		
<b>Accountable Executive (Name and Title)</b>	Phillippa Lewis Moss, Community Services Director		
<b>Chief Safety Officer (Name and Title)</b>	Transit Operations Supervisor, Glenda Watts		
<b>Mode(s) of Service Provided (e.g., Fixed Route, Demand Response, ADA Paratransit, etc.)</b>	<ul style="list-style-type: none"> <li>• Fixed Route Shuttle,</li> <li>• Microtransit Vanpools Service</li> </ul>	<b>List All FTA Funding Types</b>	5307
<b>Vehicles Operated in Maximum Service, by Mode</b>	<ul style="list-style-type: none"> <li>• 4 trolleys</li> <li>• Seasonal Shuttle Service</li> <li>• 32 Vehicles</li> <li>• Microtransit Vanpool Service</li> </ul>		
<b>Mode(s) of Service Contracted Out to Third Party Operators (TPOs)</b>	Not Applicable		
<b>Name of Third Party Operator (if applicable) and contact person</b>	Not Applicable		
<b>Does the agency provide transit services on behalf of another transit agency or entity?</b>	No	<b>Description of Arrangement(s)</b>	Not Applicable

**Commented [KT2]:** In the questionnaire, HAT mentioned that they only provide Fixed route and microtransit service. Is van pool still being offered?

**Commented [PLM3R2]:** Yes, microtransit service is still being offered as our primary service.

**Commented [PLM4R2]:**

**Commented [PLM5]:** In May 2025, we added two additional trolleys for a total of 4.

**Commented [PLM6R5]:**

<b>Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided</b>	Not Applicable	
<b>Are any transit employees represented by a Labor Union? If so please describe.</b>	No	
<b>No. of Fixed Bus Routes:</b>	5	
<b>Annual Vehicle Revenue Miles (VRMh) (2024)</b>	Fixed-Route Bus VRM	Demand Response/ Paratransit VRM
	11,078	539,610
<b>Annual Unlinked Passenger Trips (UPT) (2024)</b>	Fixed-Route Bus VRM	Demand Response/ Paratransit VRM
	19,454	96,133

**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 safety conditions 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.

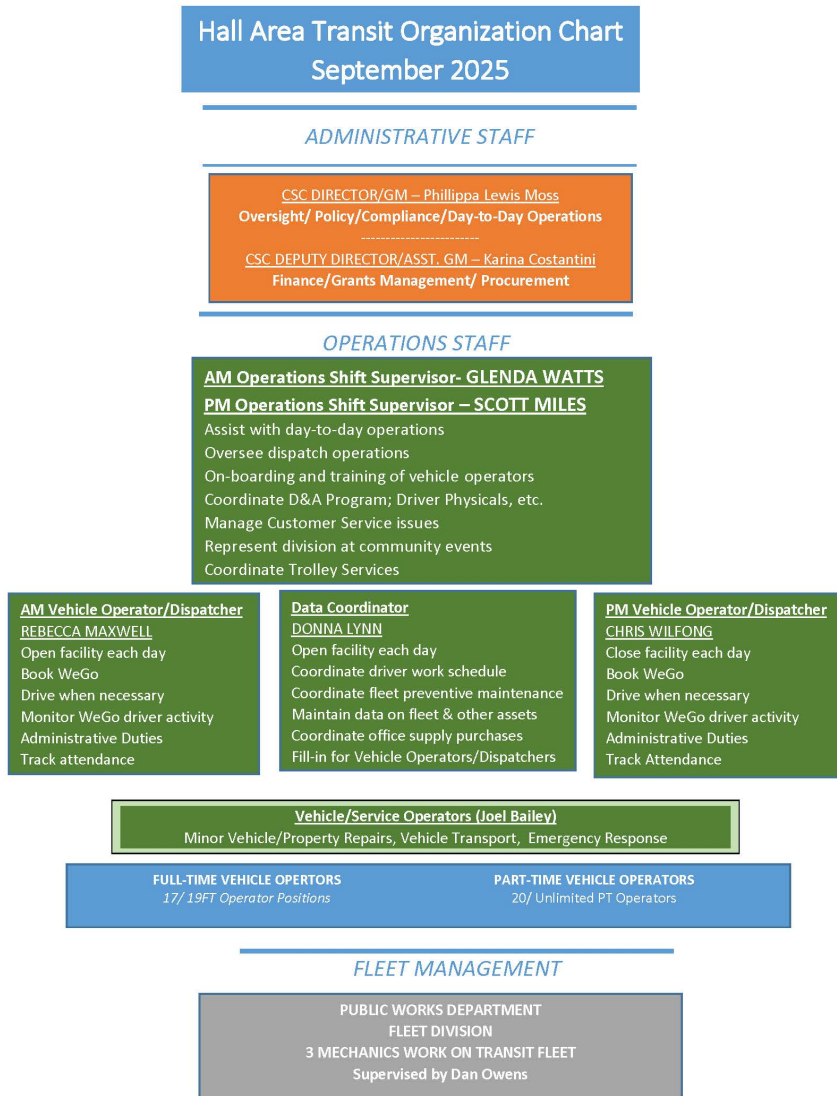
These personnel have the following authorities, accountabilities, and responsibilities:

- 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



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Commented [PLM8R7]: Yes, the chart has changed since Dec 2024.

Commented [PLM9R7]:

## 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

On 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, 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**

Severity Level	Characteristics			
	People	Equipment/Services	Financial	Reputational
<b>Catastrophic 1</b>	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)
<b>Critical 2</b>	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)
<b>Major 3</b>	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
<b>Marginal 4</b>	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
<b>Insignificant 5</b>	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
<b>A</b> Frequent	Likely to occur frequently in the life of an item	Continuously experienced	26 or more events in a year
<b>B</b> Probable	Will occur often in the life of an item	Will occur frequently in the system	13 to 25 events in a year
<b>C</b> 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
<b>D</b> 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
<b>E</b> Improbable	Unlikely to occur but possible	Unlikely to occur, but possible	1 event in 25 years
<b>F</b> 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 (2024). The City of Gainesville's Risk Management Guidelines (2021) and Accident Review Panel Policy specifically detail procedures for investigating accidents and

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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 the 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 reportable<sup>1</sup> 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 2026 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.

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

**Table 4 – FY 2026 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
2022 Actual	0	0.00	0	0.00			2	30.56	6,545
2023 Actual	0	0.00	0	0.00	0.00	0.00	0	0.00	11,969
2024 Actual	0	0.00	0	0.00	0.00	0.00	0	0.00	11,078
Average	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.19	9864.00
2026 SPT (MB)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.68	9370.80

DR/DO (per 100,000 VRM)									
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
2022 Actual	0	0.00	0	0.00			3	0.76	196,145
2023 Actual	0	0.00	0	0.00	0.00	0.00	4	0.82	487,675
2024 Actual	0	0.00	2	0.37	0.00	0.00	0	0.00	539,610
Average	0	0	1	0	0	0	2	1	407810
2026 SPT (DR)	0.00	0.00	0.63	0.12	0.00	0.00	2.22	0.50	387419.34

\*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 <ul style="list-style-type: none"> <li>• Safety Policy;</li> <li>• Risk Management;</li> <li>• Safety Assurance; and</li> <li>• Safety Promotion.</li> </ul>				→							
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 \_\_\_\_\_, 2025,  
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: \_\_\_\_\_

**Appendix C: GDOT Plan Certification**

[attach certification letter]

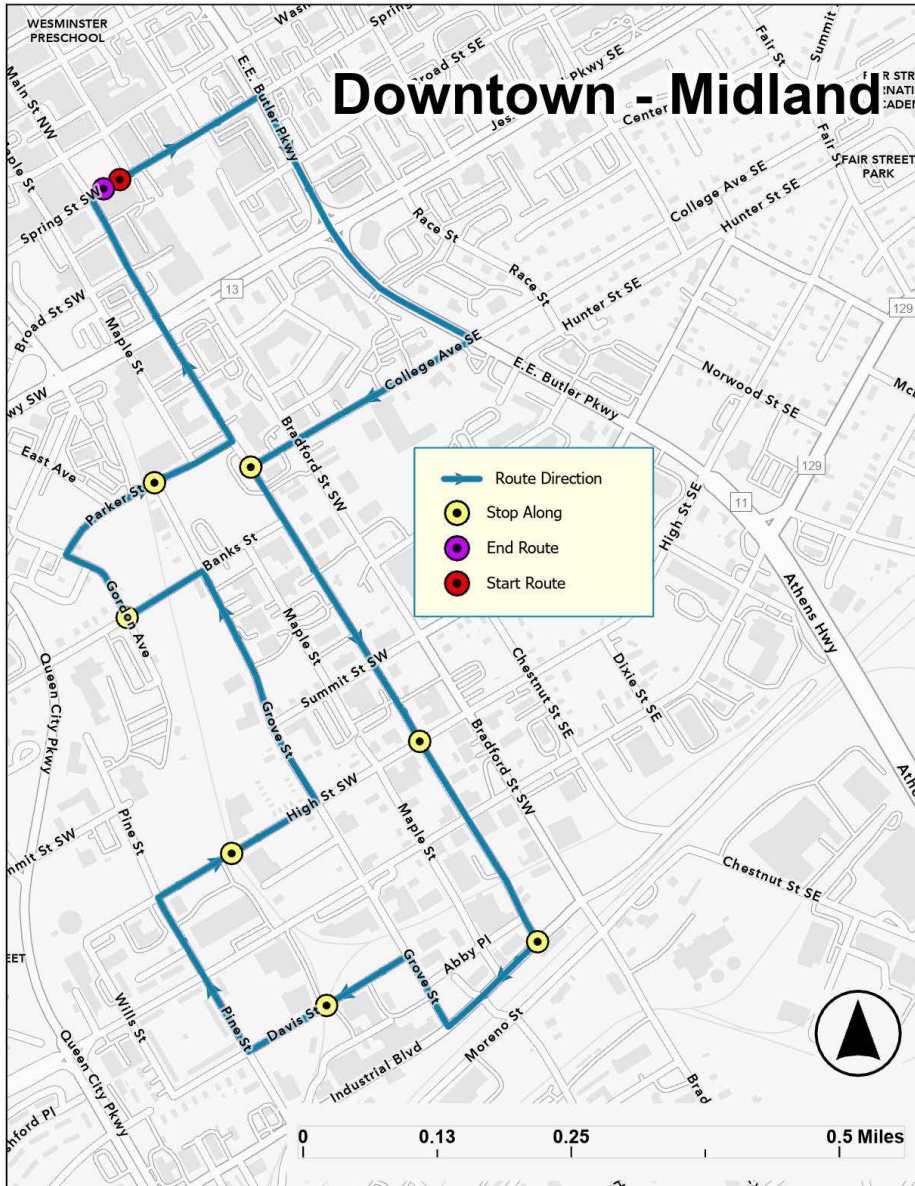




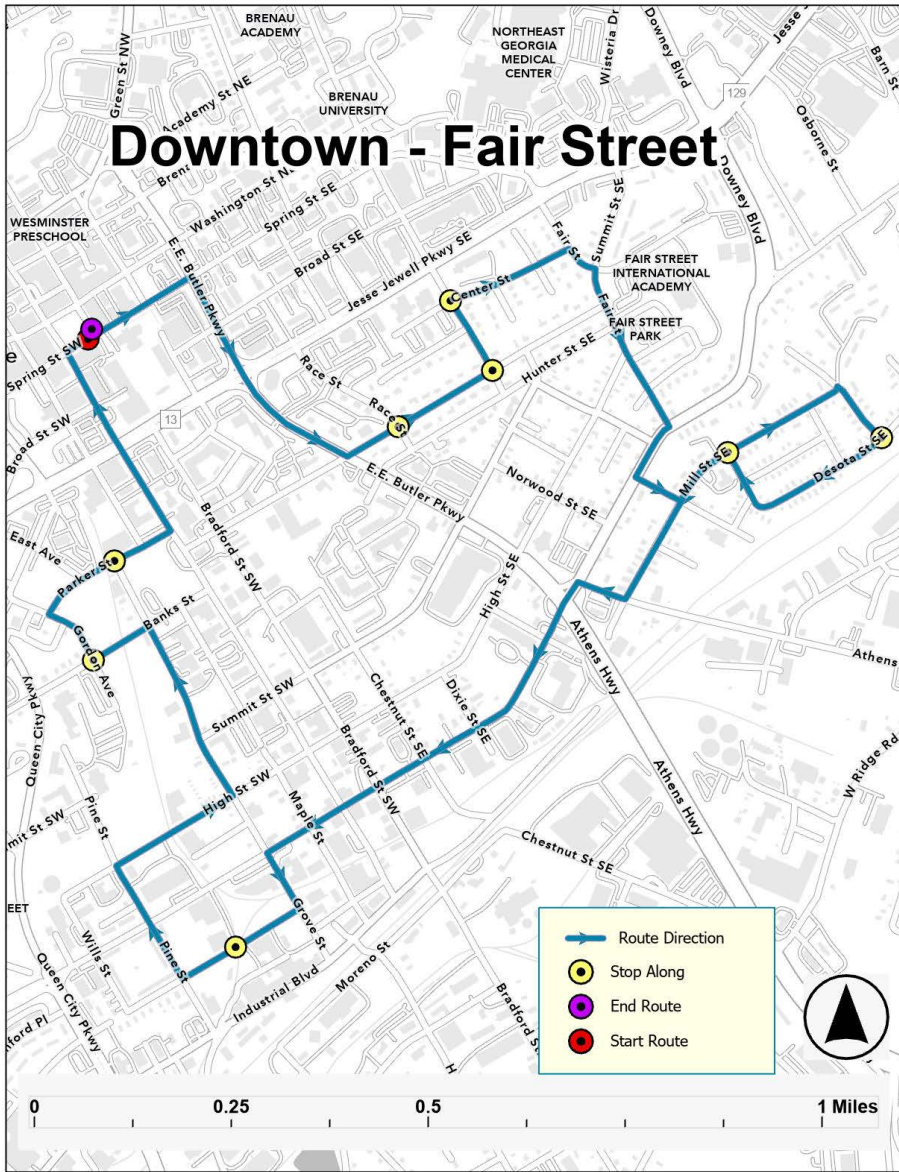
Appendix D-3: Golf Course Trolley Map



Appendix D-4: Downtown Midland Map



Appendix D-5: Downtown Fair Street Map





# CITY OF GAINESVILLE

## Work Session Agenda Request

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**Item Created:** January 12, 2026  
**Date Submitted:** January 12, 2026  
**Final Approval Date:** January 14, 2026  
**Presenter:** Matt Tarver, Deputy Director of Engineering & Transportation  
**Item of Business:** Resolution: Accepting Remainder of Millside Parkway as a City Street  
**Meeting Date:** January 15, 2026

---

**Purpose of Request:**

Accept the portion of Millside Parkway southwest of SR 53 - Mundy Mill Road as a City street.

**Facts & Issues / History & Background:**

This portion of Millside Parkway was developed and constructed in accordance with the approved plans.

**Department Recommendation:**

Adopt the resolution.

**Department Director:**

Chris Rotalsky

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

**Amount Requested:**

**Sources of Funds:**

**Finance Comments:**

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**Administrative Comments:**

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**Attachments:**

1. Resolution: Accepting Remainder of Millside Parkway As A City Street
2. Attachment: Millside Parkway 53 West ROW Warranty Deed
3. Attachment: Quitclaim Deed Millside Parkway

**RESOLUTION BR-2026 - \_\_\_\_**

**ACCEPTING REMAINDER OF MILLSIDE PARKWAY AS A CITY STREET**

**WHEREAS**, 53 West Apartments, LLC has completed a development in the area of Millside Parkway and wishes to dedicate said roadway as a public street; and

**WHEREAS**, the Gainesville Public Works Department has determined that this roadway was developed and constructed in accordance with the approved plans.

**NOW, THEREFORE, BE IT RESOLVED THAT** the governing body for the City of Gainesville hereby accepts the portion of Millside Parkway described in the attached Warranty Deed as a City of Gainesville public street and accepts the associated lighting and standard maintenance costs thereof.

**BE IT FURTHER RESOLVED THAT** the governing body for the City of Gainesville authorizes the Mayor and/or the City Manager to sign, and staff to record, the Warranty Deed accepting the associated right-of-way, as well as any other such documents as necessary to accept the roadway.

**Adopted this \_\_\_\_ day of \_\_\_\_\_, 2026.**

\_\_\_\_\_  
**Zack Thompson, 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**

AFTER RECORDING PLEASE RETURN TO:  
City of Gainesville  
PO Box 2496  
Gainesville, GA 30503

**WARRANTY DEED**

Cross Reference:  
Plat Book \_\_\_\_, Page \_\_\_\_  
Hall County, Georgia Records  
Tax Parcel No. 08043 000080

STATE OF GEORGIA  
COUNTY OF HALL

This deed made by and between 53 WEST APARTMENTS, LLC, a Delaware limited liability company, Grantor, and the City of Gainesville, Grantee,

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents, does grant, bargain, sell and convey unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF GAINESVILLE, LAND LOT 43 OF THE 8TH DISTRICT OF HALL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY R/W LINE OF MUNDY MILL ROAD (AKA GEORGIA STATE ROUTE NO. 53) (VARIABLE WIDTH R/W) WITH THE CENTERLINE OF BALUS CREEK; THENCE RUNNING ALONG SAID R/W LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 42 DEGREES 04 MINUTES 15 SECONDS EAST A DISTANCE OF 356.70 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 47 DEGREES 55 MINUTES 45 SECONDS WEST A DISTANCE OF 10.00 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 42 DEGREES 04 MINUTES 15 SECONDS EAST A DISTANCE OF 207.99 FEET TO AN IRON PIN SET; THENCE RUNNING NORTH 47 DEGREES 55 MINUTES 45 SECONDS EAST A DISTANCE OF 10.00 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 42 DEGREES 04 MINUTES 15 SECONDS EAST A DISTANCE OF 493.97 FEET TO AN IRON PIN SET, SAID POINT BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING BEING THUS ESTABLISHED: THENCE RUNNING ALONG SAID RIGHT-OF-WAY LINE OF MUNDY MILL ROAD SOUTH 42 DEGREES 04 MINUTES 15 SECONDS EAST A DISTANCE OF 190.02 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY OF MUNDY MILL ROAD SOUTH 48 DEGREES 02 MINUTES 07 SECONDS WEST A

DISTANCE OF 20.29 FEET TO A POINT; THENCE RUNNING NORTH 41 DEGREES 57 MINUTES 53 SECONDS WEST A DISTANCE OF 21.88 FEET TO A POINT; THENCE RUNNING SOUTH 75 DEGREES 21 MINUTES 26 SECONDS WEST A DISTANCE OF 43.54 FEET TO A POINT; THENCE RUNNING SOUTH 47 DEGREES 50 MINUTES 11 SECONDS WEST A DISTANCE OF 10.75 FEET TO A POINT; THENCE RUNNING SOUTH 54 DEGREES 20 MINUTES 32 SECONDS WEST A DISTANCE OF 50.41 FEET TO A POINT; THENCE RUNNING SOUTH 48 DEGREES 02 MINUTES 17 SECONDS WEST A DISTANCE OF 987.79 FEET TO A POINT; THENCE RUNNING NORTH 41 DEGREES 57 MINUTES 43 SECONDS WEST A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUNNING NORTH 48 DEGREES 02 MINUTES 42 SECONDS EAST A DISTANCE OF 1,059.39 FEET TO A POINT; THENCE RUNNING ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 15.77 FEET, SAID ARC HAVING A RADIUS OF 61.00 FEET AND A CHORD WHICH BEARS NORTH 40 DEGREES 39 MINUTES 37 SECONDS EAST A DISTANCE OF 15.73 FEET TO A POINT; THENCE RUNNING NORTH 03 DEGREES 36 MINUTES 25 SECONDS WEST A DISTANCE OF 51.99 FEET TO THE POINT OF BEGINNING, AS SHOWN IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, HALL COUNTY, GEORGIA RECORDS.

TO HAVE AND TO HOLD the said premises, together with all rights and appurtenances thereof unto the said Grantee, forever in FEE SIMPLE, and the Grantor WARRANTS the title to the said premises unto Grantee against all lawful claims of all persons whomever, subject to the exceptions listed in Exhibit A.

Whenever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrator, successors and assigns of the parties hereto.

[Signature page follows; remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the Grantor and Grantee has hereunto set its hand and affixed its seal the \_\_\_ day of \_\_\_\_\_, 2026.

GRANTOR:

53 WEST APARTMENTS, LLC, a Delaware limited liability company

By: 53 West Ventures, LLC, a Delaware limited liability company, its member

By: 53 West Manager, LLC, a Delaware limited liability company, its manager

Witnessed, signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was signed in my presence and acknowledged before me by means of physical presence this \_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, in his/her representative capacity as manager of 53 West Manager, LLC, a Delaware limited liability company, in its capacity as the manager of 53 West Ventures, LLC, a Delaware limited liability company, in its capacity as the member of 53 West Apartments, LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

[AFFIX NOTARIAL SEAL]

[Signatures continue on following page]

[Signatures continued from previous page]

GRANTEE:

CITY OF GAINESVILLE

By: \_\_\_\_\_  
Zack Thompson  
Mayor

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

Attest: \_\_\_\_\_  
Alisa Grayson, City Clerk

\_\_\_\_\_  
Notary Public

CITY SEAL

My commission expires: \_\_\_\_\_

[Notary Seal]

APPROVED AS TO FORM

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

## Exhibit "A"

### Exceptions

1. Taxes and assessments for the year 2025 and subsequent years.
2. Right-of-Way Deed from Mrs. Montine McDaniel, et al. to Hall County, a political subdivision of the State of Georgia, dated June 29, 1965, filed for record August 5, 1965 and recorded in Deed Book 310, Page 444, Hall County, Georgia records.
3. Right-of-Way Easement from Mundy Mill Dev., LLC to Jackson Electric Membership Corporation, a corporation, dated January 30, 2006, filed for record November 11, 2009 at 11:19 a.m., recorded in Deed Book 6630, Page 234, aforesaid Records.
4. Grading and Slope and Temporary Construction Staging Easement Agreement by and between Lassiter Family, LLC, a Georgia limited liability company and Mundy Mill Apartments, LLC, a Georgia limited liability company, dated September 21, 2017, filed for record September 22, 2017, and recorded in Deed Book 7969, Page 157, aforesaid records.
5. All matters as disclosed by that certain plat recorded in Plat Book 875, Pages 44 through and including 47, aforesaid records.
6. Those matters as disclosed by that certain survey entitled "ALTA/NSPS Land Title Survey VCP Mundy Mill, LLC, VCP Mundy Mill II, LLC, State Bank & Trust Company & Chicago Title Insurance Company", prepared by Travis Pruitt & Associates, Inc., bearing the seal and certification of Barron M. Dunn, Georgia Registered Land Surveyor No. 3351, dated October 17, 2017, last revised December 21, 2017, being designated as Job No. 1-16-0468.600BT, as follows: Twenty (20') foot drainage easement crossing the northeasterly, northwesterly, southeasterly and southwesterly boundary lines of subject property.
7. Those matters as disclosed by that certain survey entitled "Right of Way Dedication Plat of Millside Parkway for: Wells Fargo Bank, National Association, as Trustee for the Registered Holders of PNC Mortgage Capital LLC, Multifamily Pass-Through Certificates, Series 2020-K1518, Berkadia Commercial Mortgage LLC, a Delaware limited liability company, Federal Home Loan Mortgage Corporation, and their successors and/or assigns, 53 West Apartments, LLC, a Delaware limited liability company, and Calloway Title and Escrow, LLC", prepared by Travis Pruitt & Associates, Inc., bearing the seal and certification of Travis N. Pruitt, Jr., Georgia Registered Land Surveyor No. 2809, dated June 13, 2025, being designated as Job No. 1-23-0487.642, as follows: Drainage lines crossing subject property.

Tax Parcel No. 08043 000080

**AFTER RECORDING RETURN TO:**

Parker, Hudson, Rainer & Dobbs, LLP  
303 Peachtree Street NE  
Suite 3600  
Atlanta, Georgia 30308  
Attention: Arnold C. Moore, Jr.

**CROSS REFERENCE:**

Deed to Secure Debt  
Deed Book 8581, Page 374  
Hall County, GA records

**QUITCLAIM DEED OF PARTIAL RELEASE**

THIS QUITCLAIM DEED OF PARTIAL RELEASE ("Instrument"), made as of the \_\_\_\_ day of \_\_\_\_\_, 2026, by **WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF PNC MORTGAGE CAPITAL LLC, MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2020-K1518** ("Grantor"), which is the assignee of Federal Home Loan Mortgage Corporation, a United States corporation, which is the assignee of Berkadia Commercial Mortgage LLC, a Delaware limited liability company, and **53 WEST APARTMENTS, LLC**, a Delaware limited liability company ("Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context hereof requires or permits);

WITNESSETH THAT:

Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) in hand paid at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, does hereby release and quitclaim unto Grantee, its successors and assigns, all of Grantor's right, title and interest in and to that certain tract or parcel of real property more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Property").

THIS QUITCLAIM DEED OF PARTIAL RELEASE is made and given for the purpose of releasing the Property from all right, title and interest of Grantor (1) under the following document ("Security Document"): that certain Multifamily Deed to Secure Debt, Assignment of Rents and Security Agreement by Grantee to Berkadia Commercial Mortgage LLC, a Delaware limited liability company, effective as of August 25, 2020, recorded at Deed Book 8581, Page 374, real property records of Hall County, Georgia (the "Records"), as assigned by that certain Assignment of Security Instrument from Berkadia Commercial Mortgage LLC, a Delaware limited liability company, to Federal Home Loan Mortgage Corporation, a United States corporation, dated August 5, 2020, effective as of August 25, 2020, filed for record August 31, 2020, recorded in Deed Book 8581, Page 412, aforesaid Records; as further assigned by that certain Assignment of Multifamily Deed to Secure Debt, Assignment of Rents and Security Agreement from Federal Home Loan Mortgage Corporation to Wells Fargo Bank, National Association, as Trustee for the Registered Holders of PNC Mortgage Capital LLC, Multifamily Mortgage Pass-Through Certificates, Series 2020-K1518, dated October 11, 2020, effective as of November 17, 2020, filed for record February 16, 2021, recorded in Deed Book 8730, Page 646, aforesaid Records); and (2) in and to the Property released hereby as security for the indebtedness secured by the foregoing Security Document.

TO HAVE AND TO HOLD the Property unto Grantee, so that neither Grantor nor any person or persons claiming by, through or under Grantor shall at any time, by any means or ways, have, claim, or demand any right or title to the Property under or by virtue of the Security Document or the indebtedness secured thereby. This Instrument and the release herein made apply to the Property in full, but only to the Property, and shall in no manner release, discharge, affect or impair any security title, lien encumbrance, security interest, rights or interests of Grantor under the Security Document in, to or against any other premises or properties granted or assigned therein.

IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed in its name and its seal to be hereunto duly affixed by its proper officer duly authorized, the day and year first above written.

As to all signatories, signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
[NOTARIAL SEAL]

**WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF PNC MORTGAGE CAPITAL LLC, MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2020-K1518**

By: Midland Loan Services, a Division of PNC Bank, National Association, its Master Servicer

By: Berkadia Commercial Mortgage LLC, a Delaware limited liability company, its Subservicer

By: \_\_\_\_\_  
Name: Kristie A. Alvelo  
Authorized Representative

EXHIBIT A

Legal Description

TRACT 2:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF GAINESVILLE, LAND LOT 43 OF THE 8TH DISTRICT OF HALL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY R/W LINE OF MUNDY MILL ROAD (AKA GEORGIA STATE ROUTE NO.

53) (VARIABLE WIDTH R/W) WITH THE CENTERLINE OF BALUS CREEK; THENCE RUNNING ALONG SAID R/W LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 42 DEGREES 04 MINUTES 15 SECONDS EAST A DISTANCE OF 356.70 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 47 DEGREES 55 MINUTES 45 SECONDS WEST A DISTANCE OF 10.00 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 42 DEGREES 04 MINUTES 15 SECONDS EAST A DISTANCE OF 207.99 FEET TO AN IRON PIN SET; THENCE RUNNING NORTH 47 DEGREES 55 MINUTES 45 SECONDS EAST A DISTANCE OF 10.00 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 42 DEGREES 04 MINUTES 15 SECONDS EAST A DISTANCE OF 493.97 FEET TO AN IRON PIN SET, SAID POINT BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING BEING THUS ESTABLISHED: THENCE RUNNING ALONG SAID RIGHT-OF-WAY LINE OF MUNDY MILL ROAD SOUTH 42 DEGREES 04 MINUTES 15 SECONDS EAST A DISTANCE OF 190.02 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY OF MUNDY MILL ROAD SOUTH 48 DEGREES 02 MINUTES 07 SECONDS WEST A DISTANCE OF 20.29 FEET TO A POINT; THENCE RUNNING NORTH 41 DEGREES 57 MINUTES 53 SECONDS WEST A DISTANCE OF 21.88 FEET TO A POINT; THENCE RUNNING SOUTH 75 DEGREES 21 MINUTES 26 SECONDS WEST A DISTANCE OF 43.54 FEET TO A POINT; THENCE RUNNING SOUTH 47 DEGREES 50 MINUTES 11 SECONDS WEST A DISTANCE OF 10.75 FEET TO A POINT; THENCE RUNNING SOUTH 54 DEGREES 20 MINUTES 32 SECONDS WEST A DISTANCE OF 50.41 FEET TO A POINT; THENCE RUNNING SOUTH 48 DEGREES 02 MINUTES 17 SECONDS WEST A DISTANCE OF 987.79 FEET TO A POINT; THENCE RUNNING NORTH 41 DEGREES 57 MINUTES 43 SECONDS WEST A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUNNING NORTH 48 DEGREES 02 MINUTES 42 SECONDS EAST A DISTANCE OF 1,059.39 FEET TO A POINT; THENCE RUNNING ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 15.77 FEET, SAID ARC HAVING A RADIUS OF 61.00 FEET AND A CHORD WHICH BEARS NORTH 40 DEGREES 39 MINUTES 37 SECONDS EAST A DISTANCE OF 15.73 FEET TO A POINT; THENCE RUNNING NORTH 03 DEGREES 36 MINUTES 25 SECONDS WEST A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING.

BEING ALSO DESCRIBED AS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 43 OF THE 8TH DISTRICT, CITY OF GAINESVILLE, HALL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF BALUS CREEK AND THE SOUTHERN RIGHT OF WAY LINE OF MUNDY MILL ROAD (VARIABLE WIDTH RIGHT OF WAY); THENCE PROCEEDING ALONG SAID RIGHT OF WAY LINE OF MUNDY MILL ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 42 DEGREES 04 MINUTES 15 SECONDS EAST A DISTANCE OF 356.70 FEET TO A POINT, SOUTH 47 DEGREES 55 MINUTES 45 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT, SOUTH 42 DEGREES 04 MINUTES 15 SECONDS EAST A DISTANCE OF 207.99 FEET TO A POINT, NORTH 47 DEGREES 55 MINUTES 45 SECONDS EAST A DISTANCE OF 10.00 FEET TO A POINT AND SOUTH 42 DEGREES 04 MINUTES 15 SECONDS EAST A DISTANCE OF 493.97 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, AS THUS ESTABLISHED, CONTINUING ALONG SAID RIGHT OF WAY LINE OF MUNDY MILL ROAD SOUTH 42 DEGREES 04 MINUTES 15 SECONDS EAST A DISTANCE OF 190.02 FEET TO A POINT; THENCE LEAVING MUNDY MILL ROAD AND PROCEEDING SOUTH 48 DEGREES 02 MINUTES 07 SECONDS WEST A DISTANCE OF 20.29 FEET TO A POINT; THENCE NORTH 41 DEGREES 57 MINUTES 53 SECONDS WEST A DISTANCE OF 21.88 FEET TO A POINT; THENCE SOUTH 75 DEGREES 21 MINUTES 26 SECONDS WEST A DISTANCE OF 43.54 FEET TO A POINT; THENCE SOUTH 47 DEGREES 50 MINUTES 11 SECONDS WEST A DISTANCE OF 10.75 FEET TO A POINT; THENCE SOUTH 54 DEGREES 20 MINUTES 32 SECONDS WEST A DISTANCE OF 50.41 FEET TO A POINT; THENCE SOUTH 48 DEGREES 02 MINUTES 17 SECONDS WEST A DISTANCE OF 987.79 FEET TO A POINT; THENCE NORTH 41 DEGREES 57 MINUTES 43 SECONDS WEST A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 48 DEGREES 02 MINUTES 42 SECONDS EAST A DISTANCE OF 1,059.39 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 61.00 FEET AND AN ARC LENGTH OF 15.77 FEET (SAID CURVE HAVING A CHORD BEARING OF NORTH 40 DEGREES 39 MINUTES 37 SECONDS EAST AND A CHORD DISTANCE OF 15.73 FEET) TO A POINT; THENCE NORTH 03 DEGREES 36 MINUTES 25 SECONDS WEST A DISTANCE OF 51.99 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 113,161 SQUARE FEET OR 2.60 ACRES.



# CITY OF GAINESVILLE

## Work Session Agenda Request

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**Item Created:** January 5, 2026

**Date Submitted:**

**Final Approval Date:**

**Presenter:**

**Item of Business:** Water Resources

**Meeting Date:** January 15, 2026

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**Purpose of Request:**

**Facts & Issues / History & Background:**

**Department Recommendation:**

**Department Director:**

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

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**Administrative Comments:**

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**Attachments:**

None



# CITY OF GAINESVILLE

## Work Session Agenda Request

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**Item Created:** December 8, 2025  
**Date Submitted:** January 8, 2026  
**Final Approval Date:** January 14, 2026  
**Presenter:** Myron Bennett, Deputy Director of Water Resources  
**Item of Business:** Resolution: Intergovernmental Agreement Between the City of Gainesville and Gwinnett County for Emergency Water Usage  
**Meeting Date:** January 15, 2026

---

**Purpose of Request:**

Request authorization from Gainesville City Council to renew an emergency water usage agreement with Gwinnett County.

**Facts & Issues / History & Background:**

The City of Gainesville originally entered into an emergency water usage support agreement with Gwinnett County in 2004 allowing both utilities to provide water supply to the other through a water distribution system interconnect during times of emergency.

**Department Recommendation:**

Approve the resolution authorizing renewal of the emergency water usage agreement with Gwinnett County.

**Department Director:**

Linda MacGregor

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

**Amount Requested:**

**Sources of Funds:**

**Finance Comments:**

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**Administrative Comments:**

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**Attachments:**

1. Resolution: Intergovernmental Agreement Between the City of Gainesville and Gwinnett County for Emergency Water Usage
2. Attachment: Intergovernmental Agreement Between the City of Gainesville and Gwinnett County for Emergency Water Usage

**RESOLUTION BR-2026 - \_\_\_\_**

**Intergovernmental Agreement Between the City of Gainesville and Gwinnett County  
for Emergency Water Usage**

**WHEREAS**, the City of Gainesville owns and operates a water distribution system that serves potable water to customers throughout the majority of Hall County, to include part or all of its cities; and

**WHEREAS**, the City of Gainesville's water distribution system extends to the periphery of Hall County to include the County line shared with Gwinnett County Georgia; and

**WHEREAS**, in June 2015 the City of Gainesville and Gwinnett County entered into an Emergency Support Agreement, Water Distribution System Interconnection for a ten (10) year term, which has since expired; and

**WHEREAS**, the purpose of said Emergency Support Agreement was to provide redundant water service for each system in case of emergency; and

**WHEREAS**, it has been determined by both the City of Gainesville and Gwinnett County that this redundancy in water service best serves the citizens of both entities; and

**WHEREAS**, the City of Gainesville and Gwinnett County both recognize the long-term benefit of such redundancy and desire to renew said Agreement for a period of twenty-five (25) years, while also allowing either party the right to unilaterally terminate said Agreement by providing a ninety (90) day notice to the other party.

**NOW, THEREFORE, BE IT RESOLVED THAT** the governing body for the City of Gainesville, having reviewed this proposed Emergency Water Usage Agreement between the City of Gainesville and Gwinnett County, a copy of which is attached to this Resolution, does approve the terms of the same.

**BE IT FURTHER RESOLVED THAT** the Mayor, City Manager, City Attorney and staff are authorized to sign all necessary documents to execute this Emergency Water Usage Agreement.

**Adopted this \_\_\_\_ day of \_\_\_\_\_, 2026.**

---

**Zack Thompson, 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**

After recording return to:  
Gwinnett County Law Department

**EMERGENCY WATER USAGE AGREEMENT BETWEEN  
GWINNETT COUNTY, GWINNETT COUNTY WATER AND SEWERAGE  
AUTHORITY, AND THE CITY OF GAINESVILLE**

STATE OF GEORGIA  
CITY OF GAINESVILLE  
COUNTY OF GWINNETT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter, the "Agreement"), is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between GWINNETT COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly elected Governing Authority, (hereinafter referred to as "Gwinnett County"), the GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly appointed Governing Authority, (hereinafter referred to as the "WSA"), and the CITY OF GAINESVILLE, GEORGIA, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "GAINESVILLE"). Gwinnett County and the WSA are collectively referred to as "GWINNETT". Gwinnett County, the WSA and GAINESVILLE are collectively referred to as the "PARTIES" or individually as the "PARTY".

**RECITALS:**

WHEREAS, GWINNETT and GAINESVILLE each owns and operates a public water system serving its residents; and

WHEREAS, GWINNETT and GAINESVILLE each are participants in the Metropolitan North Georgia Water Planning District which encourages water system interconnections to improve water system reliability and efficiency within the District; and

WHEREAS, in 1999 a metered water system interconnection was established connecting GAINESVILLE's and GWINNETT's water systems; and

WHEREAS, GWINNETT is willing, within its ability, for the periods of time and under the terms and conditions as hereinafter set forth, to provide GAINESVILLE with water for distribution in its system in order to meet GAINESVILLE's temporary water requirements during an emergency shortage; and

WHEREAS, the emergency water usage connection is intended for emergency use only and shall not be used to support increased demand for residential and commercial growth, or for routine daily operation of the Gainesville water distribution system; and

WHEREAS, a pledge of mutual support for the provision of potable water during emergency conditions benefits the water customers of both systems; and

WHEREAS, the PARTIES are authorized, pursuant to the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, to enter into this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual undertaking as hereinafter set out, it is mutually agreed by and between GAINESVILLE and GWINNETT, each acting by and through their duly authorized officials and governing authorities, pursuant to resolutions duly, legally and properly adopted all as same appear of record on the official minutes of each as follow.

#### 1. TERM OF AGREEMENT

This Agreement shall be in effect on the date of execution as shown above and shall continue in effect for twenty-five (25) years.

#### 2. INTERCONNECTION AND METERING

GAINESVILLE shall continue to maintain its water meter at the existing point of delivery on the GWINNETT County line at its sole expense, located at 3496 North Bogan Road. GAINESVILLE shall continue to maintain its pumping station and water meter at the existing point of delivery near the Gwinnett County line at its sole expense, located at 4111 Ridge Road, Flowery Branch, Georgia. The locations of said water meters are depicted and referenced in Exhibit "A" attached hereto. GWINNETT shall have the right at all reasonable times, in coordination with GAINESVILLE to inspect GAINESVILLE's water meters and to conduct such tests as may be appropriate so as to assure the meters are accurately measuring the water delivered. GWINNETT shall have the right to have its representative read said meters if it so desires and GAINESVILLE may have a representative available in order that said meters may be jointly read. It is expressly provided, however, GWINNETT and GAINESVILLE shall have the right to read said meters at such other time or times as may be mutually agreeable. Should the representative of

GAINESVILLE fail or refuse to appear, without reasonable cause, at the time agreed upon, then GWINNETT's representative may read such meters and the reading so made shall be final, conclusive and binding upon GAINESVILLE. In the event it should appear during any month that any said meter(s) has failed to accurately measure the water passing through the same, then and in that event the amount of water delivered by GWINNETT to GAINESVILLE during such period shall be computed by the most accurate method possible, taking into consideration the average daily amount delivered as shown by such meters when properly functioning, and the total use of water by GAINESVILLE during such period as determined by the individual retail meters of GAINESVILLE less the amount processed by GAINESVILLE's own water system. However, in any event, GAINESVILLE shall be obligated to have any malfunctioning meter repaired or replaced promptly, and in no event more than thirty (30) days after notice of any malfunction. All usage downstream of the meters shall be charged. It is the receiving entity's responsibility to maintain and read its own meters to monitor for leakage or other usage at a frequency which may be greater than that of the sending entity. GWINNETT has the right to test the meters, perform maintenance if needed, and bill GAINESVILLE the reasonable actual cost for any work performed, in the event that GAINESVILLE fails to repair and/or replace said meters within thirty (30) days after notice of malfunction. In the future, should GWINNETT wish to develop an interconnection for the purpose of purchasing water from GAINESVILLE, then at that time GWINNETT may purchase, install, and maintain a water meter at the appropriate point of delivery on the Gwinnett County line at its sole expense. All plans and specifications for the selection and installation of the water meter shall be subject to the approval of GAINESVILLE. GAINESVILLE shall have the right at all reasonable times to inspect said water meter and to conduct such tests as may be appropriate so as to assure each meter is accurately measuring the water delivered. GAINESVILLE may have the right to have its representative read said meter if it so desires and GWINNETT may have a representative available in order that said meter may be jointly read. It is expressly provided, however, GAINESVILLE and GWINNETT shall have the right to read said meter at such other time or times as may be mutually agreeable. Should the representative of GWINNETT fail or refuse to appear, without reasonable cause, at the time agreed upon, GAINESVILLE's representative may read such meter and the reading so made shall be final, conclusive and binding upon GWINNETT. In the event it should appear during any month that said meter has failed to accurately measure the water passing through the same, then and in that event the amount of water delivered by GAINESVILLE to GWINNETT during such period shall be computed by the most accurate method possible, taking into consideration the average daily amount delivered as shown by such meter when properly functioning, and the total use of water by GWINNETT during such period as determined by the individual retail meters of GWINNETT less the amount processed by GWINNETT'S own water system. However, in any event, GWINNETT shall be obligated to have any malfunctioning meter repaired or preplaced promptly, and in no event more than thirty (30) days after notice of any malfunction. GAINESVILLE has the right to test the meters, perform maintenance if needed, and bill GWINNETT the

reasonable actual cost for any work performed, in the event that GWINNETT fails to repair and/or replace said meters within thirty (30) days after notice of malfunction.

### 3. CROSS CONNECTION CONTROL

GAINESVILLE and GWINNETT shall implement the appropriate backflow prevention measures within their jurisdiction to reasonably prevent contamination of the other jurisdiction's water supply. This requirement shall include a backflow prevention device at the point of delivery, which is designed and installed in accordance with the standards and specifications of the jurisdiction delivering the water. The backflow prevention device shall be inspected and tested on an annual basis, or as defined by Federal, State, or Local regulations, whichever is more frequent. Annual test results will be made available to the other jurisdiction, upon written request.

### 4. NORMAL MAINTENANCE USAGE

It is expected a minimal amount of water will flow through the meters on a periodic, planned basis to maintain, test, calibrate or otherwise exercise the meter, interconnection valves, backflow prevention devices, booster pumps, and other appurtenances. The interconnection will not otherwise be used except during emergencies declared in accordance with the procedures set herein. Both parties intend normal maintenance usage to be less than 100,000 gallons per year.

### 5. EMERGENCY USAGE AND NOTIFICATION

The Director of each water system, or his or her designee in the case of absence, is hereby delegated the authority, at his or her discretion depending upon their water system needs, to open or allow to be opened the emergency interconnection upon request by the Director or designee of the receiving jurisdiction water system. Both parties agree, in an emergency, usage by the receiving jurisdiction shall be restrained to the minimum amount necessary. Non-emergency use of water shall be prohibited.

For the purposes of this agreement the PARTIES agree that emergency water usage shall be defined by and be consistent with guidance from the Metro North Georgia Water Planning District and other federal agencies as: usage for the mitigation of drought conditions, disasters, and the destruction or impairment of water infrastructure. Any usage shall be to support critical facilities, public safety and fire flow, and requirements per capita for basic drinking water, food, and sanitation for the receiving entity.

Emergency water usage by either party, at a minimum, must be communicated to the Director of each water system, or their designee, via phone or email prior to usage and then in writing within seven (7) days of each occurrence. If timely written notice is not

received or water is consumed for a prohibited non-emergency reason, all usage will be considered non-emergency and will be charged the non-emergency rate outlined in section 6 herein.

In the event that emergency use of water by GAINESVILLE, when combined with use of water by Gwinnett County customers, would result in water demand in excess of GWINNETT's water withdrawal or water plant operating permit limits or would otherwise impact GWINNETT's ability to serve its regular customers, GWINNETT may unilaterally suspend GAINESVILLE's ability to receive water under this Agreement immediately. GWINNETT shall provide GAINESVILLE written notice that emergency water usage may resume when there is sufficient water supply available.

## 6. RATE

All flow through the meter(s), including normal maintenance usage, leakage, and emergency usage, shall be billable. There will be no minimum demand monthly charge by either system upon the other. Charges will only be applied based upon actual usage as indicated by meter reading change.

GAINESVILLE agrees to pay within thirty (30) days of monthly billing by GWINNETT for all water used based on the following tier rate structure based on usage:

<b>Gallons per day (gpd)</b>	<b>per 1,000 gallons</b>
Emergency and normal maintenance usage	Current Gwinnett County base water rate
Non-emergency usage	Two times the current Gwinnett County base water rate

In the future, if GWINNETT develops an interconnection for the purpose of purchasing water from GAINESVILLE, GWINNETT agrees to pay the appropriate "outside city limits" rate based on usage, but shall not exceed the highest block volumetric rate charged to any other entity.

## 7. PAYMENT

Payment shall be made within thirty (30) days of billing for all water used. The party using the water (hereinafter "the User") agrees to pay, within thirty (30) days of billing by the providing party (hereinafter "the Provider") for all water flows provided based on the rates outlined in this Agreement. Should the User fail to pay the amount of the bill for any water usage, meter maintenance, and/ or for installation of a flow control device within the period herein provided, then the Provider shall have the right to charge a late fee, up to 10 percent monthly, which shall be added to each bill. In the event of nonpayment, the Provider reserves the right to cease delivering water to the User, provided thirty (30) days'

notice of intent to do so is given to the User and the User fails to make payment of all past due amounts, including any late fee, within such thirty (30) day period.

The obligation of the User to pay for water delivered under this Agreement shall never be construed to be a debt of the User requiring it to levy and collect a tax to discharge the same, but shall be an operating charge of its water and sewerage system ranking equally to charges for salaries, wages, and other operating expenses of such system. The User covenants at all times to establish, maintain, prescribe and collect fees, tolls, and charges for water and sewerage facilities furnished its customers sufficient to provide funds for the payment of all obligations of the User under this Agreement.

#### 8. SERVICE FAILURES

Gwinnett County agrees to operate GWINNETT's water system in a reasonable and customary manner and to take all reasonable steps to restore water service should interruptions occur. Should interruptions or service failures of any kind occur, to the extent permitted by law, GAINESVILLE waives any action at law or equity it may have against GWINNETT, other than for specific performance for the enforcement of this Agreement.

#### 9. FLOW CONTROL DEVICES

GWINNETT shall have the right to require GAINESVILLE to install a suitable flow control device to limit the rate of flow from GWINNETT'S water system. Said device may be installed at GWINNETT'S sole discretion if hourly rates of flow to GAINESVILLE, in the reasonable opinion of the Director of GWINNETT'S water system, are excessive. GAINESVILLE agrees to install and pay for such device.

GAINESVILLE shall have the right to require GWINNETT to install a suitable flow control device to limit the rate of flow from GAINESVILLE'S water system. Said device may be installed at GAINESVILLE sole discretion if hourly rates of flow to GWINNETT, in the reasonable opinion of the Director of GAINESVILLE's water system, are excessive. GWINNETT agrees to install and pay for such device.

#### 10. RULES AND REGULATIONS

GAINESVILLE and GWINNETT each are active participants in the Metropolitan North Georgia Water Planning District (hereinafter referred to as "DISTRICT"), which encourages water system interconnections to improve water system reliability and efficiency within the DISTRICT. GAINESVILLE and GWINNETT agree to comply with rules and regulations required by the State of Georgia for local governmental entities within the DISTRICT.

GAINESVILLE agrees to comply with all rules and regulations which GWINNETT has now or may in the future impose on its water customers. Rules and regulations may include, but shall not be limited to such emergency measures as bans on outdoor water usage, irrigation, hydrant flushing, car washing and similar uses. This paragraph shall not apply when GAINESVILLE is not purchasing water from GWINNETT.

GWINNETT agrees to comply with all rules and regulations which THE CITY has now or may in the future impose on its water customers. Rules and regulations may include, but shall not be limited to such emergency measures as bans on outdoor water usage, irrigation, hydrant flushing, car washing and similar uses. This paragraph shall not apply when GWINNETT is not purchasing water from GAINESVILLE.

#### 11. FORCE MAJEURE

The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery or pipe lines, partial or entire failure of water supply, and inability on the part of the Provider to deliver water hereunder, or the User to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability.

In case by reason for force majeure either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

#### 12. SEVERABILITY

If any phrase, clause, sentence, paragraph, or section of this contract shall be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States, such adjudication shall in nowise affect any of the remaining provisions hereof, all of which shall remain in full force and effect.

### 13. WAIVER

A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such rights of action shall be cumulative.

### 14. ASSIGNMENT

No assignment of this Agreement shall be permitted without the approval of the PARTIES.

### 15. EXCLUSIVE AGREEMENT

Upon the execution of this Agreement by the PARTIES hereto, any and all other agreements or contracts heretofore entered into by and between GAINESVILLE and GWINNETT pertaining to the sale and supply of water from either GAINESVILLE or GWINNETT'S water and sewerage system shall become and shall be null and void and of no force and effect.

### 16. DISPUTE RESOLUTION

If any disagreement shall arise with reference to the construction of any of the terms or provisions of this Agreement, or with reference to any matter connected with same, such disagreement or dispute shall be submitted to mediation by a mediator appointed as provided herein prior to either party filing suit. GWINNETT shall provide a list of three (3) individuals as the proposed mediator. Each person suggested by GWINNETT shall be a professional with not less than ten (10) years' experience in water production and distribution. GAINESVILLE shall select one (1) of those individuals from the list proposed by GWINNETT. If GAINESVILLE refuses to select a mediator from the list proposed by GWINNETT, the PARTIES may petition the Gwinnett Superior Court to appoint a mediator. Mediation as required herein shall not affect the legal rights and remedies of the PARTIES.

### 17. GOVERNING LAW

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law. The PARTIES acknowledge that this Agreement is executed in Gwinnett County, Georgia and each party hereby consents to the Gwinnett Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement which is not otherwise resolved through mediation, and each party hereby waives any and all objections to venue in Gwinnett Superior Court.

## 18. TERMINATION

Any party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever. The terminating party shall terminate by delivering to the other parties, upon at least ninety (90) days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination.

## 19. NOTICE

- a) Any notice or documentation shall be sent to the City of Gainesville at:

Mayor  
City of Gainesville  
P.O. Box 2496  
Gainesville, Georgia 30503

With copy to:  
City of Gainesville Attorney  
200 E.E. Butler Parkway  
Gainesville, Georgia 30501

- b) Any notice or documentation shall be sent to Gwinnett County at:

Gwinnett County Administrator  
Gwinnett Justice and Administration Center  
75 Langley Drive  
Lawrenceville, Georgia 30046

With a copy to:  
Gwinnett County Attorney  
Gwinnett Justice and Administration Center  
75 Langley Drive  
Lawrenceville, Georgia 30046

- c) Any notice or documentation must be sent to the WSA at:

Chairman  
Gwinnett County Water and Sewerage Authority  
684 Winder Highway  
Lawrenceville, Georgia 30045

With a copy to:  
Director  
Department of Water Resources  
684 Winder Highway  
Lawrenceville, Georgia 30045

- d) Notice via email is acceptable only as an additional method of notice to either regular or certified mail.

IN WITNESS WHEREOF, the PARTIES hereto, acting by and through their duly authorized officials, have caused this Agreement to be executed in one or more counterparts, each to be considered as an original, by their authorized representative the day and date herein above written.

**CITY OF GAINESVILLE, GEORGIA**

By: \_\_\_\_\_  
Zack Thompson, Mayor

Signed, sealed and delivered in the presence of:

ATTEST:

\_\_\_\_\_  
Unofficial witness

\_\_\_\_\_  
Alisa Grayson, City Clerk  
  
(City Seal)

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

\_\_\_\_\_  
Linda MacGregor, DWR Director  
City of Gainesville

\_\_\_\_\_  
Abbot S. Hayes, Jr., City Attorney  
City of Gainesville

**GWINNETT COUNTY, GEORGIA**

By: \_\_\_\_\_  
Nicole Love Hendrickson, Chairwoman

Signed, sealed and delivered in the presence of:

ATTEST:

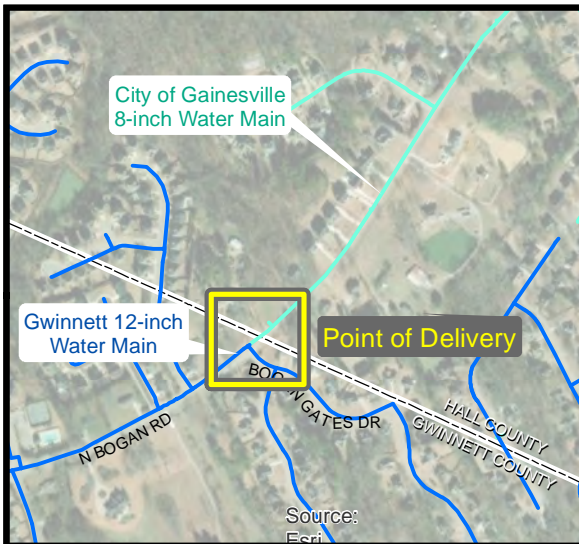
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Unofficial witness

\_\_\_\_\_  
County Clerk  
(County Seal)

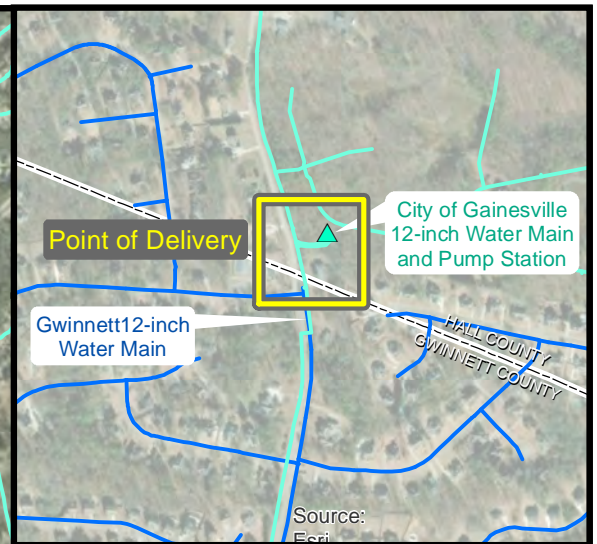
APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

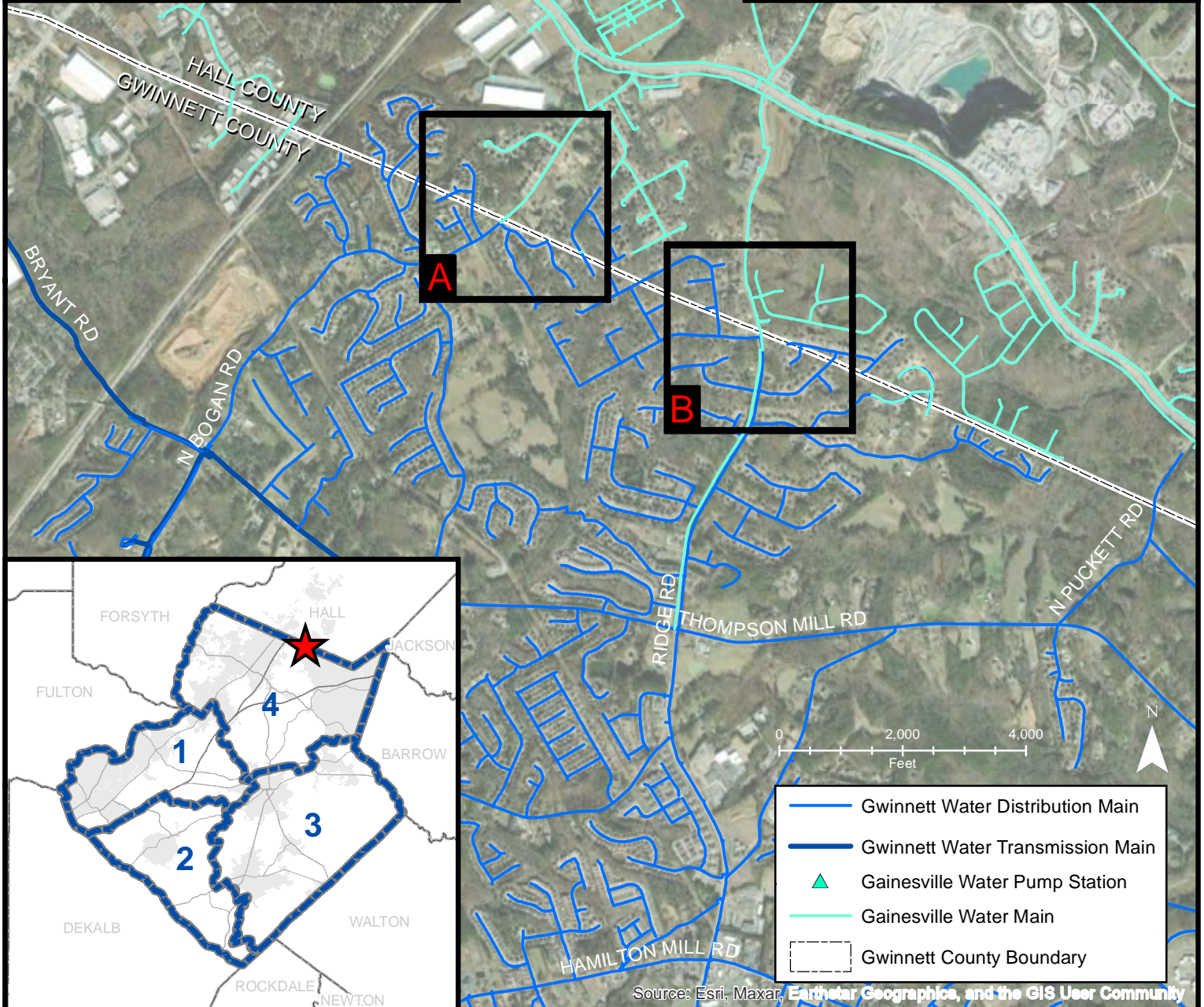




**A - Water Meter - 3496 North Bogan Rd.**



**B - Water Meter - 4111 Ridge Rd.**



**EXHIBIT A**  
**Gainesville Emergency Water Usage Agreement**



# CITY OF GAINESVILLE

## Work Session Agenda Request

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**Item Created:** December 22, 2025  
**Date Submitted:** January 13, 2026  
**Final Approval Date:** January 14, 2026  
**Presenter:** Abb Hayes, City Attorney  
**Item of Business:** Resolution: Special Election for City Council Ward 1 Seat to be held in Conjunction with the May 19, 2026 Hall County General Primary/Nonpartisan Election  
**Meeting Date:** January 15, 2026

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**Purpose of Request:**

The purpose of this request is to present a resolution authorizing a special election as it pertains to the vacant Gainesville City Council Ward 1 seat.

**Facts & Issues / History & Background:**

Council Member Danny Dunagan passed away leaving the Ward 1 seat vacant. The term expires 12/31/2029. The City Charter requires a special election to fill the balance of the unexpired term.

**Department Recommendation:**

Adopt the resolution.

**Department Director:**

Bryan Lackey

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

**Amount Requested:**

**Sources of Funds:**

**Finance Comments:**

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**Administrative Comments:**

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**Attachments:**

1. Resolution: Special Election for City Council Ward 1 Seat in Conjunction with the May 19, 202 HC General Primary/Nonpartisan Election

**RESOLUTION BR-2026-**

**SPECIAL ELECTION FOR CITY COUNCIL WARD 1 SEAT TO BE HELD IN  
CONJUNCTION WITH THE MAY 19, 2026 HALL COUNTY GENERAL  
PRIMARY/NONPARTISAN ELECTION**

**WHEREAS**, the governing body of the City of Gainesville consist of a Mayor and five Council Members; and

**WHEREAS**, the passing of Council Member Ward 1 C. Danny Dunagan, Jr., did cause a vacancy for the seat with a term expiration on December 31, 2029; and

**WHEREAS**, Section 5.13 of the City of Gainesville Charter requires a special election to fill the balance of the unexpired term.

**NOW, THEREFORE, BE IT RESOLVED THAT** the governing body of the City of Gainesville hereby authorizes the City Clerk to publish the call for a special election to fill the unexpired term of Council Member Ward 1, with the special election to be held on May 19, 2026, in conjunction with the Hall County General Primary/Nonpartisan Election, and authorizes the following:

1. The City Clerk's Office shall qualify candidates beginning Monday, March 2, 2026 through March 4, 2026 during the hours of 8:30 AM to 12 Noon and from 1:00 PM to 4:30 PM daily in the Administration Building located at 300 Henry Ward Way, Third floor, Suite 303, Gainesville, Georgia 30501. Potential candidates shall file qualifying documents and pay fees during said qualifying period.
2. The qualifying fee shall be \$747.33.
3. Voter registration for this special election shall occur through the close of business on April 20, 2026.
4. Advance voting shall occur at the times and locations as designated and published by Hall County Elections.
5. Persons shall make absentee ballot requests at the Hall County Government Center located at 2875 Browns Bridge Road, Gainesville, Georgia 30501 beginning April 27, 2026.
6. Election Day voting shall be held at the same locations utilized for the Hall County General Primary/Nonpartisan Election.
7. If a runoff election is necessary, it shall be held on June 16, 2026.
8. The Hall County Elections Director shall execute necessary documents and proceed in accordance with this Resolution, the Georgia Election Code, and the Intergovernmental Agreement to Conduct Municipal Elections dated July 8, 2021.
9. The City Clerk and the Hall County Elections Director shall implement a plan that addresses public notices and other matters relevant to this special election.
10. The City Clerk is hereby designated as the Qualifying Officer for the special election, and the Hall County Elections Board is hereby designated as the Election Superintendent for the special election.

**RESOLUTION BR-2026-**

**SPECIAL ELECTION FOR CITY COUNCIL WARD 1 SEAT TO BE HELD IN  
CONJUNCTION WITH THE MAY 19, 2026 HALL COUNTY GENERAL  
PRIMARY/NONPARTISAN ELECTION**

11. The City Clerk, Mayor, City Manager, and City Attorney are hereby authorized to execute all such documents as may be necessary to conduct the special election authorized by this Resolution.

**BE IT FURTHER RESOLVED THAT** the decisions associated with qualifying candidates shall be determined by the City Clerk, with the assistance of the City Attorney, in compliance with provisions of the Georgia Election Code; the Rules of the State Election Board; and the Charter and Code of Ordinances of the City of Gainesville.

**Adopted this \_\_\_\_\_ day of January, 2026.**

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**Zack Thompson, 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:**

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**Alisa Grayson, City Clerk**