AGENDA

Gainesville Mayor/Council Meeting
Tuesday, January 24, 2017, 5:30 PM
Public Safety Complex (Gainesville Justice Center)
Municipal Court Room, 701 Queen City Parkway
Mayor or Mayor Pro Tem Presides

INVOCATION:

PLEDGE OF ALLEGIANCE:

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Resolutions

A. AR-2017-01 Capital Improvements Project Funding for Crosswalk Upgrades on Jesse Jewell and E.E. Butler Parkways

B. AR-2017-02 FY2016 Closure of Department of Water Resources Capital Projects

C. AR-2017-03 FY2016 Closure of General Government Capital Projects

D. AR-2017-04 FY2016 Closure of Parks and Recreation Capital Projects

E. BR-2017-03 Contract with JP Morgan for Real Estate Investments

F. BR-2017-04 Memorandum of Understanding with DCA for Main Street Gainesville Program

G. BR-2017-05 Qualifying Fees for the 2017 Municipal Election

H. PR-2017-04 Biogas Site Assessment Grant

I. PR-2017-05 Wal-Mart Foundation Local Facility Giving Program

RESOLUTIONS:

A. BR-2017-06 Special Counsel Agreement

ANNEXATION/ZONING:

A. **Second Reading: Ordinance 2017-01**
Rename Howard Road located on the East Side of State Route 365
AN ORDINANCE TO RENAME HOWARD ROAD, LOCATED ON THE EAST SIDE OF STATE ROUTE 365, TO LANIER TECH DRIVE; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Friday, January 20, 2017, 8:00 AM

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/19/2017

Presenter:

Item of Business: Consent Agenda Items

Meeting Date: 1/24/2017

Purpose of Request:

The following appointments, minutes and/or resolutions are being considered under the Consent Agenda Section. These items were previously distributed for review and/or discussed. Unless otherwise directed by Mayor and Council, they will not be discussed during this meeting.

If you have questions regarding these documents, please feel free to contact the City Clerk's Office during normal business hours (Monday through Friday from 8:00 AM to 5:00 PM) at 770-535-6865 or via email to cityclerk@gainesville.org.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

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

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/9/2017

Presenter: Bryan Lackey

Item of Business: AR-2017-01 Capital Improvements Project Funding for Crosswalk Upgrades on Jesse Jewell and E.E. Butler Parkways

Meeting Date: 1/24/2017

Purpose of Request:

To authorize the reallocation of CIP funding for the installation of a thermoplastic treatment to enhance crosswalks on Jesse Jewell Parkway and E.E. Butler Parkway.

CIP Funding in the amount of $105,000 from Project #93081 "Thermoplastic Restriping of Streets" and CIP Funding in the amount of $115,000 from Project #93075 "Roadway Patching at Direction of Engineering" will be transferred into CIP #93100 "Roadway Beautification" for a total CIP of $365,000.

History/Background:

These crosswalk enhancements were identified as a goal in the Downtown Strategic Plan to improve connectivity across the "Moat" around downtown Gainesville.

Facts & Issues for Consideration:

The following intersections will be enhanced:

- Jesse Jewell/Academy
- Jesse Jewell/Main
- Jesse Jewell/Bradford
- E.E. Butler/Spring
- E.E. Butler/Washington

The project cost has been identified as $365,000. CIP Funding is available for this project by reallocating from CIP #93081 and CIP #93075 into CIP #93100.

Department Recommendation:

Approve the Resolution.

Department Director:

Chris Rotalsky

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

Amount Requested:

$365,000

Source of Funds:

CIP # 93081 and CIP # 93075 and CIP # 93100

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
🗋	AR-2017-01 CIP Funding for Crosswalk Upgrades on Jesse Jewell and E.E. Butler	Resolution
🗋	Crosswalk Image - JJ Before	Backup Material
🗋	Crosswalk Image - JJ After	Backup Material
🗋	Crosswalk Image - EE Butler Before	Backup Material
🗋	Crosswalk Image - EE Butler After	Backup Material

RESOLUTION AR-2017-01

CIP Funding for Crosswalk Upgrades on Jesse Jewell Parkway and E.E. Butler Parkway

WHEREAS, a Strategic Vision and Plan for Downtown Gainesville (hereinafter the "Downtown Strategic Plan") was completed in 2015; and

WHEREAS, the Downtown Strategic Plan identified improving connectivity across major corridors including Jesse Jewell Parkway and E.E. Butler Parkway; and

WHEREAS, the Public Works Department working with the Community Development Department has developed a plan to improve connectivity on these corridors by upgrading the pedestrian crosswalks at select intersections along Jesse Jewell Parkway and E.E. Butler Parkway; and

WHEREAS, the pedestrian crossings will be improved through the installation of a decorative thermoplastic treatment that has a brick appearance; and

WHEREAS, the project cost to install the treatment and make other necessary improvements has been identified by Public Works in the amount of $365,000; and

WHEREAS, funding has been identified in the Capital Improvements Budget in three separate projects to pay for the installation; and

WHEREAS, funding in the amount of $105,000 is available in Project #93081 "Thermoplastic Restriping of City Streets;" and

WHEREAS, funding in the amount of $115,000 is available in Project #93075 "Roadway Patching at Direction of Engineering," and

WHEREAS, funding in the amount of $145,000 is available in Project #93100 "Roadway Beautification;" and

WHEREAS, it is desired to combine these funds into one Capital Improvement Project to pay for the improvements.

NOW, THEREFORE, BE IT RESOLVED THAT, the governing body for the City of Gainesville hereby authorizes funding in the amount of $105,000 from Capital Project #93081 "Thermoplastic Restriping of City Streets" and funding in the amount of $115,000 from Capital Project #93075 "Roadway Patching at Direction of Engineering" be transferred into Capital Project #93100 "Roadway Beautification" for a total CIP amount of $365,000.

Adopted this _____ day of _____, 2017.

_____

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

_____

Denise O. Jordan, City Clerk

CVS
pharmacy
OPEN 24 HOURS
FLU SHOTS
AVAILABLE
EVERYDAY
Bradford St
ONE WAY

CVS
pharmacy
OPEN 24 HOURS
Bradford St
ONE WAY

Spring St NE
Gainesville, Georgia
Street View - Jul 2013
Chevron
Spring St
E Ridge Pkwy
Hide imagery

Chevron
Spring St

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/30/2016

Presenter: Bryan Lackey

Item of Business: AR-2017-02 FY2016 Closure of Department of Water Resources Capital Projects

Meeting Date: 1/24/2017

Purpose of Request:

The purpose of this request is to present a resolution addressing the FY16 Closure of Department of Water Resources Capital Projects.

History/Background:

Annually, we review the Department of Water Resources Capital Projects closures to determine which remaining funds should be returned to the appropriate restricted funds or re-appropriated in the Department of Water Resources Capital Projects Fund for future use. We prepare a resolution each year for the approval of these re-allocations.

Facts & Issues for Consideration:

Department Recommendation:

Approval of resolution to recognize the Department of Water Resources Capital Projects closed in FY16.

Department Director:

Jeremy Perry

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

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
AR-2017-02 FY16 Closure of DWR Capital Projects	Resolution
Attachment A: Closed Project Summary Report	Attachments/Exhibits

RESOLUTION AR-2017-02

FY2016 CLOSURE OF DEPARTMENT OF WATER RESOURCES CAPITAL PROJECTS

WHEREAS, amounts were appropriated in previous fiscal years, through the annual budget and various Council resolutions, for Department of Water Resources Capital Projects; and

WHEREAS, the financial audit for the fiscal year ended June 30, 2016, is complete; and

WHEREAS, the capital projects and annual programs listed on Attachment A are complete and ready to close, leaving the amount of $1,497,642.93 available in closed project balances; and

WHEREAS, $1,497,642.93 will be available in the Department of Water Resources Capital Projects Fund for re-appropriation to future project needs.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby recognizes the closure of the listed projects.

Adopted this _____ day of _____, 2017.

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

City of Gainesville

Department of Water Resources Capital Projects

Closed Projects Summary Report

06/30/2016

FUND 408

Summary of Closed Project Balances FY16

Project Description		Excess Funds
DWR Land Acquisition	$	289,057.00
Pump Station 23 Improvements		149,668.23
Corrugated Metal Sanitary Sewer Replacements		66,319.05
SR 284 Clarks Bridge Utility Relocation		759,914.46
FY2013 Water Main Improvements		30,093.69
Water Storage Tanks Maintenance Program		190,590.50
FY2015 Water Service Connections		-
Purchase and Installation of Bandalong Litter Trap		12,000.00
Total Closed Project Balances		1,497,642.93
Total Amount Available for Reappropriation	**$**	**1,497,642.93**

DWR Land Acquisition - CLOSED
(PR12-24)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Project Fund (FY12)	289,057.00	289,057.00	
	289,057.00	289,057.00	-
Expenditure:			
Project Costs (FY16)	289,057.00	-	
Total	289,057.00	-	289,057.00
Open Encumbrances			-
Available Budget			289,057.00
Project Balance		289,057.00	

Description:

This is an annual project for processing transactions for DWR land purchases and easements as needed. Land assets are closed out at the end of each fiscal year.

Status:

This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:

None

Don Dye
10005

Pump Station 23 Improvements - CLOSED
(PR10-36, PR12-54, PR14-20)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Projects Fund (FY11)	200,000.00	200,000.00	-
DWR Capital Projects Fund (FY13)	2,305,000.00	2,305,000.00	-
Intergovernmental - Hall County (FY14)	165,000.00	165,000.00	
	2,670,000.00	2,670,000.00	-
Expenditure:			
Project Costs (FY11)	32,624.16	32,624.16	
Project Costs (FY12)	119,999.86	119,999.86	
Project Costs (FY13)	557,593.25	557,593.25	
Project Costs (FY14)	1,374,578.64	1,374,578.64	
Project Costs (FY15)	312,454.09	312,454.09	
Project Costs (FY16)	272,750.00	123,081.77	
Total	2,670,000.00	2,520,331.77	149,668.23
Open Encumbrances			-
Available Budget			149,668.23
Project Balance		149,668.23	

Description:

This project will make sanitary sewer capacity available in Pump Station #23 (Exit 24) by rerouting approximately 80% of existing sanitary sewer flows from this station to Pump Station #26 (Lakeview Academy) with installation of additional gravity sewer lines. This will allow access to sanitary sewer service for future developments within the White Sulphur Rd/SR 365 service area.

Status:

This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:

None

Jason Perry
18382

Corrugated Metal Sanitary Sewer Replacements - CLOSED
(PR13-28, PR15-08)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Project Fund (FY13)	70,000.00	70,000.00	
DWR Capital Project Fund (FY15)	583,529.00	583,529.00	
	653,529.00	653,529.00	-
Expenditure:			
Project Costs (FY14)	11,632.79	11,632.79	
Project Costs (FY15)	35,773.12	35,773.12	
Project Costs (FY16)	606,123.09	539,804.04	
Total	653,529.00	587,209.95	66,319.05
Open Encumbrances			-
Available Budget			66,319.05
Project Balance		66,319.05	

Description:
This project will replace sections of the corrugated metal sanitary sewer throughout the wastewater collection system that have reached the end of their service life and are in disrepair.

Status:
This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:
None

Joel Altherr
18412

SR 284 Clarks Bridge Utility Relocation - CLOSED

(PR12-03, PR12-17, PR14-51)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Project Fund (FY12)	1,597,590.00	1,597,590.00	
	1,597,590.00	1,597,590.00	-
Expenditure:			
Project Costs (FY12)	5,777.13	5,777.13	
Project Costs (FY13)	764,002.55	764,002.55	
Project Costs (FY14)	6,568.77	6,568.77	
Project Costs (FY15)	55,709.52	55,709.52	
Project Costs (FY16)	765,532.03	5,617.57	
Total	1,597,590.00	837,675.54	759,914.46
Open Encumbrances			-
Available Budget			759,914.46
Project Balance		759,914.46	

Description:

This project will abandon the existing 8" water line on the existing Clarks Bridge structure and install two 16" ductile iron pipe water mains and one 16" ductile iron pipe force main for future use on the new Clarks Bridge structure. This work will be bid as part of the Dept. of Transportation's contract and the City will be responsible for reimbursing the Dept. of Transportation for all costs associated with the pipeline installation.

Status:

This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:

None

Jarrett Nash
18591

FY2013 Water Main Improvements - CLOSED
(PR12-03, PR14-24)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Project Fund (FY13)	1,599,605.00	1,599,605.00	
	1,599,605.00	1,599,605.00	-
Expenditure:			
Project Costs (FY13)	6,761.47	6,761.47	
Project Costs (FY14)	73,072.72	73,072.72	
Project Costs (FY15)	1,345,778.39	1,345,778.39	
Project Costs (FY16)	173,992.42	143,898.73	
Total	1,599,605.00	1,569,511.31	30,093.69
Open Encumbrances			-
Available Budget			30,093.69
Project Balance		30,093.69	

Description:
For in-house surveying and design for water main improvements throughout the City.

Status:
This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:
None

Marcial Mosqueda
18651

Water Storage Tanks Maintenance Program - 2nd Term - CLOSED
(PR13-45)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Project Fund (FY14)	699,966.00	699,966.00	
	699,966.00	699,966.00	-
Expenditure:			
Project Costs (FY14)	130,706.80	103,706.80	
Project Costs (FY15)	275,852.75	275,852.75	
Project Costs (FY16)	293,406.45	129,815.95	
Total	699,966.00	509,375.50	190,590.50
Open Encumbrances			-
Available Budget			190,590.50
Project Balance		190,590.50	

Description:
This is the 2nd two (2) year term of an overall twelve (12) year tank maintenance and repair project that will provide continual inspections, maintenance and repairs for all seven (7) of the City's water distribution storage tanks.

Status:
This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:
None

Matt Henderson
18731

FY2015 Water Service Connections - CLOSED
(PR14-45)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Project Fund (FY15)	343,300.00	343,300.00	
	343,300.00	343,300.00	-
Expenditure:			
Project Costs (FY15)	139,254.80	139,254.80	
Project Costs (FY15)	204,045.20	204,045.20	
Total	343,300.00	343,300.00	-
Open Encumbrances			-
Available Budget			-

Description:

This project is to continue with the purchase of materials required for the installation of new services, water meters, and electronic reading devices. It is anticipated that the City of Gainesville will sell approximately 750 water meter services for FY2015.

Status:

This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:

None

Myron Bennett
18761

Purchase and Installation of Bandalong Litter Trap - CLOSED
(BR15-52)

	Budget	Actual	Difference
Funding Sources:			
DWR Capital Project Fund (FY16)	69,520.00	69,520.00	
	69,520.00	69,520.00	-
Expenditure:			
Project Costs (FY16)	69,520.00	57,520.00	
Total	69,520.00	57,520.00	12,000.00
Open Encumbrances			-
Available Budget			12,000.00
Project Balance		12,000.00	

Description:

This project is for the installation of a Bandalong Liter Trap in Flat Creek to help reduce the amount of trash and debris that floats downstream in Flat Creek and enters into Lake Lanier. This project is being conducted in conjunction with Hall County.

Status:

This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:

None

Horace Gee
25005

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/30/2016

Presenter: Bryan Lackey

Item of Business: AR-2017-03 FY2016 Closure of General Government Capital Projects

Meeting Date: 1/24/2017

Purpose of Request:

To present the proposed resolution for FY16 Closure of General Government Capital Projects.

History/Background:

Annually, we review the General Government Capital Projects closures to determine which remaining funds should be returned to the appropriate restricted funds or re-appropriated in the General Government Capital Projects Fund for future use. We prepare a resolution each year for approval of these re-allocations.

Facts & Issues for Consideration:

Department Recommendation:

Approval of the resolution to recognize General Government Capital Projects closed in FY16.

Department Director:

Jeremy Perry

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

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
AR-2017-03 FY16 Closure of General Government Capital Projects	Resolution
Attachment A: Closed Project Summary Report	Attachments/Exhibits

RESOLUTION AR-2017-03

FY2016 CLOSURE OF GENERAL GOVERNMENT CAPITAL PROJECTS

WHEREAS, amounts were appropriated in previous fiscal years, through the annual budget and various Council resolutions, for General Government Capital Projects; and

WHEREAS, the financial audit for the fiscal year ending June 30, 2016 is complete; and

WHEREAS, the capital projects listed on Attachment A are complete and ready to close, leaving the amount of $25,553.46 available in closed project balances; and

WHEREAS, $305.58 will be returned to the Department of Water Resources Fund; and

WHEREAS, $1,253.89 will be returned to the Cemetery Trust Fund; and

WHEREAS, other project related needs still remain throughout the City.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby recognizes the closure of the listed projects and recaptures $23,993.99 as funds available for future appropriation by the governing body.

Adopted this _____ day of _____, 2017.

_____

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

_____

Denise O. Jordan, City Clerk

City of Gainesville

General Government Capital Projects

Closed Projects Summary Report

06/30/2016

FUND 415

Summary of Closed Project Balances FY16

Project Description	Excess Funds
Expansion of Disk Storage	$ 305.58
Digital Ally Mobile Video (MVR) Camera System	1,783.30
Fire Dept Fleet Replacement - Engine 22	84.87
Fire Dept Fleet Replacement - Unit 203 and Unit 208	3,897.01
Fleet Replacement - Building Inspections	828.00
Code Enforcement Truck	-
FY2013 Storm Drainage Maintenance	0.43
Storm Drainage Repair Program	(0.05)
Transportation Plan Implementation	-
Public Works Replacement Truck	2,749.76
New Leaf Vacuum Machines	2,000.00
2016 ROW Tractor	0.45
Public Works Replacement Truck	1,924.97
Public Works Streets Crew Cab Pickup Truck	10,725.25
Cemetery Crew Cab Truck	1,253.89
Total Closed Project Balances	25,553.46
Closed Project Balances to be Returned to Other Funds:	
Department of Water Resources Fund (Expansion of Disk Storage)	305.58
Cemetery Trust Fund (Cemetery Crew Cab Truck)	1,253.89
Total Returned Amount	1,559.47
Appropriations Subsequent to 6/30/2016:	
Total Appropriations	-
Total Amount Available for Reappropriation	**$ 23,993.99**

Expansion of Disk Storage - CLOSED
(FY16 Budget)

	Budget	Actual		Difference
Funding Sources:				
General Fund (FY16)	50,000.00	50,000.00	**	-
Department of Water Resources (FY16)	50,000.00	50,000.00	***	-
	100,000.00	100,000.00		-
Expenditure:				
Project Costs (FY16)	100,000.00	99,694.42		
	100,000.00	99,694.42		305.58
Open Encumbrances				-
Available Budget				305.58
Project Balance		305.58		

Description:

Over the last few years, IT has implemented newer technologies to reduce demands on staff time, retire extremely old equipment and proactively address ever growing network storage needs. The technologies used center around VMware server virtualization, Storage Area Network (SAN) equipment to provide mass storage, and new disk-to-disk backups to replace tape backups. The City's data storage needs continue to grow. Factors such as additional electronic communications and storage, GIS mapping, document imaging and maintaining access to historical data will drive the growth. This capital project doubled the server and storage capabilities using these same type technologies in FY14. An additional expansion is anticipated in FY16 and continuing every other year as the demand for storing electronic records increases. (Many departments are now scanning records for storage).

Status:

This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:

None

** Monthly transfer from General Fund for $4,166.67.
*** Monthly transfer from Department of Water Resources for $4,166.67.

Roy Snyder
91022

Digital Ally Mobile Video (MVR) Camera System - CLOSED
(FY15 Budget)

	Budget	Actual	Difference
Funding Sources:			
General Fund (FY15)	37,500.00	37,500.00	
	37,500.00	37,500.00	-
Expenditure:			
Project Costs (FY15)	33,760.00	33,760.00	
Project Costs (FY16)	3,740.00	1,956.70	
	37,500.00	35,716.70	1,783.30
Open Encumbrances			-
Available Budget			1,783.30
Project Balance		1,783.30	

Description:
Install updated Mobile Video Recorders (MVR's) in thirty (30) police vehicles assigned to the Operation Bureau. The current fleet of Operations Bureau Vehicles contains more than thirty (30) vehicles with antiquated VHS and DVD systems to record officer activity. These antiquated systems take up more storage space and cost more to operate than the new wireless system currently being purchased and are less reliable. Upon the installation of these thirty (30) MVR's, each vehicle in the Operations Bureau fleet should contain the updated MVR system.

Status:
This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:
None

Chief Carol Martin
92042

Fire Dept Fleet Replacement - Engine 22 - CLOSED
(FY15 Budget)

	Budget	Actual	Difference
Funding Sources:			
General Fund (FY15)	550,000.00	550,000.00	
	550,000.00	550,000.00	-
Expenditure:			
Project Costs (FY15)	234,778.35	234,778.35	
Project Costs (FY16)	315,221.65	315,136.78	
	550,000.00	549,915.13	84.87
Open Encumbrances			-
Available Budget			84.87

Description:
This new unit will allow the Fire Department to maintain a safe, high quality unit for firefighters as they respond to fires and other incidents, i.e. medical, rescue and HazMat as needed.

Status:
This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:
None

Jerome Yarbrough
92044

Fire Dept Fleet Replacement - Unit 203 and Unit 208 - CLOSED

(FY15 Budget)

	Budget	Actual	Difference
Funding Sources:			
General Fund (FY15)	80,000.00	80,000.00	
	80,000.00	80,000.00	-
Expenditure:			
Project Costs (FY15)	69,760.80	69,760.80	
Project Costs (FY16)	10,239.20	6,342.19	
	80,000.00	76,102.99	3,897.01
Open Encumbrances			-
Available Budget			3,897.01

Description:

Fleet replacement of Battalion Chief Vehicle (Unit 203) and Training Division Truck (Unit 208). Unit 203 is the Shift Battalion Chief Command Response Vehicle on emergency calls throughout the City. Unit 208 transports the Training Division Officer in order to perform the duties of Training Officer for the Fire Department.

Status:

This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:

None

Partial Project Closure (FY15)	65,496.00	Jerome Yarbrough 92045

Fleet Replacement - Building Inspections - CLOSED
(FY16 Budget)

	Budget	Actual	Difference
Funding Sources:			
General Fund (FY16)	50,000.00	50,000.00	-
	50,000.00	50,000.00	-
Expenditure:			
Project Costs (FY16)	50,000.00	49,172.00	
	50,000.00	49,172.00	828.00
Open Encumbrances			-
Available Budget			828.00

Description:
Currently, we have two trucks in use in our Inspections Division. Truck #1 is a 2001 Ford Ranger with 140,023 miles (as of 1/22/15). Truck #2 is a 2002 Ford Ranger with 174,153 miles (as of 1/22/15). We have had various maintenance problems with both trucks over the past year. Our maintenance costs for the trucks during the past year was $1,055. During the past year, the City processed a record number of residential building permits as well as a high number of commercial permits. These high permitting numbers lead to a high number of inspections, which means a higher number of miles on the trucks. We are now averaging 10,000-12,000 miles per year, per truck. We can no longer delay replacing these trucks as our maintenance costs will just continue to rise. According to the City's Vehicle Replacement Guidelines, if a vehicle under 10,500lbs. scores a 25 or higher it qualifies for replacement. Based on the criteria provided in the guidelines, Truck #1 scores a 43 and Truck #2 scores a 46. Both trucks need to be replaced.

Status:
This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:
None

** Monthly transfer from General Fund for $4,166.67.

Rusty Ligon
92048

FY2013 Storm Drainage Maintenance - CLOSED
(FY13 Budget, FY14 Budget, FY15 Budget, PR16-24)

	Budget	Actual	Difference
Funding Sources:			
General Fund (FY13)	15,000.00	15,000.00	
General Fund (FY12) - budget from #93067	755.04	755.04	-
General Fund (FY14)	15,000.00	15,000.00	
General Fund (FY15)	20,000.00	20,000.00	
Transfer to #93123 - Wilshire Trail Stormwater Rehab.	(47,881.00)	(47,881.00)	
	2,874.04	2,874.04	-
Expenditure:			
Project Costs (FY15)	2,874.04	2,744.80	
Project Costs (FY16)	-	128.77	
	2,874.04	2,873.57	0.47
Open Encumbrances			-
Available Budget			0.47

Description:
The project provides for the maintenance of storm water drainage facilities at various locations throughout the City, as needed and identified by staff. This item is required as part of the City's MS-4 Storm Water Discharge Permit.

Status:
This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:
None

Partial Project Closure (FY14) 14,244.96

Corey Jones
93079

Storm Drainage Repair Program - CLOSED

(FY15 Budget, PR14-53, PR16-24)

	Budget	Actual	Difference
Funding Sources:			
General Fund (FY15)	350,000.00	350,000.00	-
Transfer to #93123 - Wilshire Trail Stormwater Rehab.	(349,719.00)	(349,719.00)	-
	281.00	281.00	-
Expenditure:			
Project Costs (FY16)	281.00	281.05	
	281.00	281.05	(0.05)
Open Encumbrances			-
Available Budget			(0.05)

Description:
This project is for maintenance and upgrades to the City-owned storm water system. This project is funded through the General Government Capital Projects Fund.

Status:
This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:
None

Corey Jones
93090

Transportation Plan Implementation - CLOSED
(FY15 Budget, PR14-41, AR16-02)

	Budget	Actual	Difference
Funding Sources:			
General Fund (FY15)	407,887.00	407,887.00	-
GG CIP Fund Balance (FY15)	92,113.00	92,113.00	
Adjustment to GTIB Grant Project #93093 (FY15)	(418,550.00)	(418,550.00)	
Adjustment to JJ Pkwy Project #93102 (FY16)	(81,450.00)	(81,450.00)	
	-	-	-
Expenditure:			
Project Costs (FY16)	-	-	
	-	-	-
Open Encumbrances			-
Available Budget			-

Description:
This project is designed to permit city staff to allocate these funds to address transportation issues per the 2013 Transportation Master Plan. These funds can be utilized for grant match initiatives, to assist in design and/or construction costs for transportation improvements in the City.

Status:
This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:
None

Rhonda Brady
93091

Public Works Replacement Truck - CLOSED

(FY16 Budget)

	Budget	Actual		Difference
Funding Sources:				
General Fund (FY16)	30,000.00	30,000.00	**	-
	30,000.00	30,000.00		-
Expenditure:				
Project Costs (FY16)	30,000.00	27,250.24		
	30,000.00	27,250.24		2,749.76
Open Encumbrances				-
Available Budget				2,749.76

Description:

New truck to replace asset #19720. Current truck has 109,700 miles as of January 2015. The truck is used to check job sites, conduct inspections, and haul safety equipment. Four wheel drive is needed to access construction locations and respond to winter weather emergencies.

Status:

This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:

None

** Monthly transfer from General Fund for $2,500.00.

Matt Tarver
93101

New Leaf Vacuum Machines - CLOSED
(FY16 Budget)

	Budget	Actual		Difference
Funding Sources:				
General Fund (FY16)	50,000.00	50,000.00	**	-
	50,000.00	50,000.00		-
Expenditure:				
Project Costs (FY16)	50,000.00	48,000.00		
	50,000.00	48,000.00		2,000.00
Open Encumbrances				-
Available Budget				2,000.00

Description:
Purchase two new replacement leaf vacuum machines. Of the 5 leaf machines in the street department, three are giant vac brands which is no longer in business. Parts and repairs are getting harder to obtain and are costly. These three machines have typically broke down at least once each season causing leaf collection to fall behind. Leaf collection is one of the most high profile functions the street department performs and we need at least 5 machines running at all times to keep up with demand.

Status:
This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:
None

** Monthly transfer from General Fund for $4,166.67.

Todd Beebe
93104

2016 ROW Tractor - CLOSED
(FY16 Budget)

	Budget	Actual		Difference
Funding Sources:				
General Fund (FY16)	41,554.00	41,554.00	**	-
	41,554.00	41,554.00		-
Expenditure:				
Project Costs (FY16)	41,554.00	41,553.55		
	41,554.00	41,553.55		0.45
Open Encumbrances				-
Available Budget				0.45

Description:
New ROW tractor is a replacement for the 1997 right of way tractor. This tractor is equipped with a rotary cutting attachment to mow and trim the right-of-ways in the City of Gainesville. This equipment is essential to the City vision on the right of way maintenance.

Status:
This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:
None

** Monthly transfer from General Fund for $3,333.33.

Todd Beebe
93105

PW Streets Replacement Truck - CLOSED
(FY16 Budget)

	Budget	Actual		Difference
Funding Sources:				
General Fund (FY16)	100,000.00	100,000.00	**	-
	100,000.00	100,000.00		-
Expenditure:				
Project Costs (FY16)	100,000.00	98,075.03		
	100,000.00	98,075.03		1,924.97
Open Encumbrances				-
Available Budget				1,924.97

Description:
This project is for a new crew cab service truck, replacement for the 2000 International service truck. The service truck is used to transport crew members and equipment to the job site. It is also used to pull a trailer with large equipment. This is a systematic replacement of vehicles and equipment according to age and condition. The service truck slated for replacement is used by the concrete crew, which is responsible for most of the department's large projects.

Status:
This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:
None

** Monthly transfer from General Fund for $8,333.33.

Todd Beebe
93106

PW Streets Crew Cab Pickup Truck - CLOSED
(FY16 Budget)

	Budget	Actual		Difference
Funding Sources:				
General Fund (FY16)	40,000.00	40,000.00	**	-
	40,000.00	40,000.00		-
Expenditure:				
Project Costs (FY16)	40,000.00	29,274.75		
	40,000.00	29,274.75		10,725.25
Open Encumbrances				-
Available Budget				10,725.25

Description:
New crew cab pick-up truck replacement for 2002 Ford pick-up truck. Crew cab pick-up trucks are often used to transport crews to job sites that do not require a service truck, such as the right-of-way mowing crew and inmate details. Pick-up trucks are also used regularly when the department is cleaning or checking storm drain systems. This is a systematic replacement of vehicles and equipment according to age and condition.

Status:
This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:
None

** Monthly transfer from General Fund for $10,000.00.

Todd Beebe
93107

Cemetery Crew Cab Truck - CLOSED
(FY16 Budget)

	Budget	Actual		Difference
Funding Sources:				
Cemetery Trust Fund (FY16)	30,000.00	30,000.00	**	-
	30,000.00	30,000.00		-
Expenditure:				
Project Costs (FY16)	30,000.00	28,746.11		
	30,000.00	28,746.11		1,253.89
Open Encumbrances				-
Available Budget				1,253.89

Description:
With the additional responsibilities of other facilities we need a crew cab truck to move the work crew to various work sites. Our grounds crew contains 5 full time employees and at least 2 temp employees. Currently our largest vehicle can only carry 4 people. This truck would limit the need to take more than two trucks to any location. This will replace our 14 year old F150 extended crew cab asset #19423 and should lower yearly maintenance costs for several years, as the new vehicle will be under a manufacturer's warranty. A new vehicle should also lower fuel costs.

Status:
This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:
None

** Monthly transfer from General Fund for $2,500.00.

Tommy Casper
94009

Code Enforcement Truck - CLOSED
(FY15 Budget)

	Budget	Actual		Difference
Funding Sources:				
General Fund (FY15)	26,620.00	26,620.00	**	-
	26,620.00	26,620.00		-
Expenditure:				
Project Costs (FY16)	26,620.00	26,620.00		
	26,620.00	26,620.00		-
Open Encumbrances				-
Available Budget				-

Description:
Currently, we are budgeted for two Code Enforcement Officers for FY2015. However, only one additional officer was hired in calendar year 2014 and there is an immediate need for a truck. The new truck will be a Ford F-150 similar to the existing Code Enforcement trucks.

Status:
This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:
None

Rusty Ligon
96004

Updated Aerial Photography for GIS - CLOSED
(FY15 Budget)

	Budget	Actual	Difference
Funding Sources:			
General Fund (FY15)	18,125.00	18,125.00	-
Department of Water Resources (FY15)	18,125.00	18,125.00	-
	36,250.00	36,250.00	-
Expenditure:			
Project Costs (FY16)	36,250.00	36,250.00	
	36,250.00	36,250.00	-
Open Encumbrances			-
Available Budget			-

Description:

The City of Gainesville participates with Hall County in a joint program to provide a Geographic Information System (GIS) to the public and both County and City staff. A GIS is a computer system capable of capturing, storing, analyzing, and displaying geographically referenced information. Digital map data included of the GIS consists of a number of map layers such as parcels, subdivisions, street centerlines, contours, streams, city limits, flood zones, and zoning. Aerial photography is one of the key components of the Gainesville-Hall County Geographic Information System (GIS). This photography should be updated periodically as conditions change throughout the County due to development. The most recent photography is from 2012. Growth has been slow over the past couple of years, therefore new aerials are not planned until the Winter of 2015. The total cost of these new photos is estimated at $145,000, of which, the City is only responsible for 25% of this cost or $36,250. The $36,250 would be split between the General Fund and Public Utilities resulting in $18,125 each.

Status:

This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:

None

Rusty Ligon
96005

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/3/2017

Presenter: Bryan Lackey

Item of Business: AR-2017-04 FY2016 Closure of Parks and Recreation Capital Projects

Meeting Date: 1/24/2017

Purpose of Request:

The purpose of this request is to present a proposed resolution for the FY2016 Closure of Parks and Recreation Capital Projects.

History/Background:

Annually, we review the Parks and Recreation Capital Projects closures to determine which remaining funds should be returned to the appropriate restricted funds or re-appropriated in the Parks and Recreation Capital Projects Fund for future use. We prepare a resolution each year for the approval of these re-allocations.

Facts & Issues for Consideration:

Department Recommendation:

Approval of the resolution to recognize Parks and Recreation Capital Projects closed in FY2016.

Department Director:

Jeremy Perry

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

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
AR-2017-04 FY16 Closure of Parks and Recreation Capital Projects	Resolution
Attachment A: Closed Project Summary Report	Attachments/Exhibits

RESOLUTION AR-2017-04

FY2016 CLOSURE OF PARKS & RECREATION CAPITAL PROJECTS

WHEREAS, amounts were appropriated in previous fiscal years, through the annual budget and various Council resolutions, for Parks and Recreation Capital Projects; and

WHEREAS, the financial audit for the fiscal year ending June 30, 2016 is complete; and

WHEREAS, the capital projects listed on Attachment A are complete and ready to close, leaving the amount of $27,150.06 available in closed project balances; and

WHEREAS, $26,322.66 will be returned to the Impact Fees Fund; and

WHEREAS, $304.18 will be returned to the Park Development Fund; and

WHEREAS, $523.22 will be returned to the Parks & Recreation Fund; and

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby recognizes the closure of the listed projects and recaptures $27,150.06 to the appropriate funding sources.

Adopted this _____ day of _____, 2017.

_____

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

_____

Denise O. Jordan, City Clerk

City of Gainesville

Parks and Recreation Capital Projects

Closed Projects Summary Report

06/30/2016

FUND 490

Summary of Closed Project Balances FY16

Project Description	Excess Funds
Linwood Nature Preserve Development	$ 168.27
Blueway Landings	15,252.62
Convert Meeting Space at FMC to Fitness Center	304.18
Wessell Park - Phase II Park Renovations	523.22
FMC - Athletic Field Improvements	10,137.18
Park Playground Equipment Improvements	764.59
Total Closed Project Balances	27,150.06
Closed Project Balances to be Returned to Restricted Funds:	
Impact Fees (Linwood Nature Preserve Development)	168.27
Impact Fees (Blueway Landings)	15,252.62
Park Development Fund (FMC Fitness Center)	304.18
P&R Fund (Wessell Park Phase II Renovations)	523.22
Impact Fees (FMC - Athletic Field Improvements)	10,137.18
Impact Fees Park Playground Equipment Improvements)	764.59
Total Returned Amount	27,150.06
Total Amount Available for Reappropriation	**$ -**

City of Gainesville

Parks and Recreation Capital Projects

Closed Projects Summary Report

06/30/2016

Linwood Nature Preserve Development - CLOSED

(FY14 Budget)

	Budget	Actual	Difference
Funding Sources:			
Impact Fees (FY14)	25,000.00	25,000.00	
	25,000.00	25,000.00	-
Expenditures:			
Project Costs (FY15)	21,255.68	21,255.68	
Project Costs (FY16)	3,744.32	3,576.05	
	25,000.00	24,831.73	168.27
Open Encumbrances			-
Available Budget			168.27

Description:

Using Georgia Green Space funds, approximately 15 acres was purchased in conjunction with land being purchased by Department of Water Resources as a buffer to the Linwood Wastewater Treatment Plant. The property was purchased with the potential as a passive public park with trails and a trailhead with amenities. Under the Georgia Green Space initiative, the property should not be developed more than 5% and must be maintained in perpetuity as Green Space. Recently, a private group has been working with Parks and Recreation to potentially support the development of the park as proposed. Minimal funds are being requested to support this effort.

Status:

This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:

None

Michael Graham
70032

Blueway Landings - CLOSED
(FY14 Budget)

	Budget	Actual	Difference
Funding Sources:			
Impact Fees (FY14)	20,000.00	20,000.00	
	20,000.00	20,000.00	-
Expenditures:			
Project Costs (FY16)	20,000.00	4,747.38	
	20,000.00	4,747.38	15,252.62
Open Encumbrances			-
Available Budget			15,252.62

Description:

The addition of Blueway Landings, which are boat dock landings in parks located on Lake Lanier. This will provide opportunities for citizens to enjoy the lake more and also be able to come ashore and enjoy park amenities.

Status:

This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:

None

Michael Graham
70033

Convert Meeting Space at FMC to Fitness Center - CLOSED
(FY14 Budget)

	Budget	Actual	Difference
Funding Sources:			
P&R Fund Balance (FY14)	375,000.00	375,000.00	
Park Development Fund (FY15)	55,000.00	55,000.00	
	430,000.00	430,000.00	-
Expenditures:			
Project Costs (FY14)	333,061.99	333,061.99	
Project Costs (FY15)	4,621.20	4,621.20	
Project Costs (FY16)	92,316.81	92,012.63	
	430,000.00	429,695.82	304.18
Open Encumbrances			-
Available Budget			304.18

Description:

Current space is not being utilized to fullest potential. Other meeting spaces are available at other city properties. Patrons continue to request this conversion. This build out would make the Frances Meadows Center a fitness destination. Estimated direct operating costs of $75,000 with potential revenue of $150,000 annually providing revenue to cover indirect costs related to the facility.

Status:

This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:

None

Partial Project Closures (FY15)	249,370.39	Michael Graham 70034

Wessell Park - Phase II Park Improvements - CLOSED
(FY14 Budget)

	Budget	Actual	Difference
Funding Sources:			
P&R Fund Balance (FY14)	150,000.00	150,000.00	
	150,000.00	150,000.00	-
Expenditures:			
Project Costs (FY14)	67,107.28	67,107.28	
Project Costs (FY15)	3,975.00	3,975.00	
Project Costs (FY16)	78,917.72	78,394.50	
	150,000.00	149,476.78	523.22
Open Encumbrances			-
Available Budget			523.22

Description:

Based on an evaluation of Wessell Park, both the Vision 2014 Comprehensive Plan and current plan update recommends a phased improvement of the park. A design concept was developed and public meetings were held to discuss the park needs. Phase II is for renovating and moving the playground and a picnic shelter.

Status:

This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:

None

Michael Graham
70035

FMC - Athletic Field Improvements - CLOSED
(FY15 Budget)

	Budget	Actual	Difference
Funding Sources:			
P&R Fund Balance (FY15)	378,860.00	378,860.00	-
Impact Fees Fund (FY15)	150,000.00	150,000.00	-
	528,860.00	528,860.00	-
Expenditures:			
Project Costs (FY15)	70,272.14	70,272.14	
Project Costs (FY16)	458,587.86	448,450.68	
	528,860.00	518,722.82	10,137.18
Open Encumbrances			-
Available Budget			10,137.18

Description:

Currently the space for youth athletics, including baseball, softball, and football is limited. Growth in our youth athletics has to be maintained at this time due to lack of fields for practices and games. An agreement between the Gainesville City School System and Parks and Recreation Board has provided an opportunity for better joint use of the multi-purpose athletic field at the Gainesville Middle School and Frances Meadows Center Complex. However, the following improvements are necessary for better use: 1) Field Lighting; 2)Restrooms; 3) Concessions; and, 4) Spectator Seating.

Status:

This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:

None

Michael Graham
70041

Park Playground Equipment Improvements - CLOSED
(FY15 Budget)

	Budget	Actual	Difference
Funding Sources:			
Impact Fees (FY15)	75,000.00	75,000.00	-
	75,000.00	75,000.00	-
Expenditures:			
Project Costs (FY15)	4,333.28	4,333.28	
Project Costs (FY16)	70,666.72	69,902.13	
	75,000.00	74,235.41	764.59
Open Encumbrances			-
Available Budget			764.59

Description:

Provide park system improvements involving the removal of outdated, unsafe playground equipment at Wessell Park, Lanier Point Park, Riverside, and City Park that will also meet ADA accessibility and provide for a higher capacity of use. The playground at Lanier Point has been removed.

Status:

This project is complete and will close effective 6/30/2016.

Vendors with Open Encumbrances:

None

Michael Graham
70042

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/13/2017

Presenter: Bryan Lackey

Item of Business: BR-2017-03 Contract with JP Morgan for Real Estate Investments

Meeting Date: 1/24/2017

Purpose of Request:

The purpose of this request is to approve a contract to invest $4,000,000 from the Retirement Plan A Trust Fund into J.P. Morgan Chase Strategic Property Fund.

History/Background:

The Plan Document of Retirement Plan A authorizes the Pension Board to select and enter into contracts with investment managers, and further requires that such contracts first be approved by the governing body. The Board, in the interest of maintaining a diversified investment portfolio, desires to invest in co-mingled or collective investment real estate funds. After researching such funds, the Board has selected the J.P. Morgan Chase Strategic Property Fund.

Facts & Issues for Consideration:

The fund is recommended by the Board's Investment Consultant. The Board interviewed representatives of the fund. The fund and the contract were reviewed by the Plan's Attorney.

Department Recommendation:

Adopt the resolution.

Department Director:

David Frazier

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

Amount Requested:

Source of Funds:

Retirement Plan A

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
BR-2017-03 RPA Real Estate Investment Contract - JP Morgan	Resolution
Participation Agreement	Contract/Agreement/MOU

Memo Cover Memo

RESOLUTION BR-2017-03

RETIREMENT PLAN A CONTRACT
J.P. MORGAN CHASE STRATEGIC PROPERTY FUND

WHEREAS, the City of Gainesville established the City of Gainesville, Georgia Retirement system effective on February, 24, 1941, known as Retirement Plan A (the Plan) effective July 1, 1994; and

WHEREAS, the Retirement Plan A Plan Document provides that there be a Pension Board vested with the general administration and responsibility for the proper operation of the Plan, and

WHEREAS, the Plan Document further provides that The Pension Board shall select and enter into a contract with one or more investment managers for the investment and general financial management of the Trust Fund. The Pension Board shall have the power and authority to establish the investment powers and limitations of the investment manager(s). Such powers and limitations shall be included in the contract with the investment manager(s) or in an amendment thereto, and such contract and all amendments thereto shall first be approved by the City Council of the City of Gainesville, by proper resolution before becoming effective as a contract, and

WHEREAS, the Pension Board desires to invest a portion of the Fund in Real Estate Co-mingled or Collective Investment Funds, and has exercised due diligence in selecting such a fund, namely J.P. Morgan Chase Strategic Property Fund, by having the product reviewed by the Plan Attorney and Investment Consultant, and by reviewing the product and interviewing representatives of the Fund, and

WHEREAS, the Board has caused a contract to be drafted which would govern such an investment in the fund in the amount of four million dollars ($4,000,000), and

WHEREAS, the Board recommends approval of the contract.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body of the City of Gainesville approves the attached investment contract with J.P. Morgan Chase Strategic Property Fund for the purpose of investing four million dollars ($4,000,000) from the Retirement Plan A Trust Fund in said fund and that the City Manager is authorized to sign the contract.

Adopted this _____ day of _____, 2017.

_____
C. Danny Dunagan, Jr., Mayor

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

ATTEST:

_____
Denise O. Jordan, City Clerk

August 2016

JPMorgan Chase Bank, N.A. Commingled Pension Trust Funds

(Single Class Funds)

PARTICIPATION AGREEMENT

The purpose of this Participation Agreement (the "Agreement") is to provide for the investment of some or all of the assets of the plan or plans (the "Plan") identified in the Account Information Form attached hereto as Exhibit A in one or more of the JPMorgan Chase Bank, N.A. Commingled Pension Trust Funds (each, a "Fund") listed in the Account Information Form. This Agreement is entered into on behalf of the Plan by the undersigned plan sponsor, trustee, investment committee or other authorized fiduciary for the Plan (the "Client"). This Agreement includes and incorporates by reference each of the Exhibits and Appendices attached hereto, as the same may be amended or supplemented from time to time.

1. *Fund Information.* Each Fund is established and maintained by JPMorgan Chase Bank, N.A. ("JPMCB"), under a Declaration of Trust, as the same may be amended and in effect from time to time (the "Declaration of Trust"), and in accordance with applicable regulations of the Office of the Comptroller of the Currency, including 12 CFR §9.18(a). Each Fund is a bank-sponsored collective investment fund established as a group trust within the meaning of Internal Revenue Service Revenue Ruling 81-100, as amended. Further information regarding a Fund, including the Fund's investment objective, strategy and guidelines, risk factors, fees and expenses, and other terms and conditions of participation in the Fund, are set forth in a Fund Summary (the "Fund Summary"). JPMCB shall provide to the Client copies of the Declaration of Trust and Fund Summary, and any amendments or supplements thereto, as in effect from time to time.

2. *Application to Participate.* Client has authority to direct investments or designate investment options for the Plan. Client hereby applies for participation in the Fund by the Plan. Client acknowledges and agrees that participation in the Fund is subject to the terms and conditions described in the Declaration of Trust. In the event of any inconsistency between the Declaration of Trust and this Agreement, the Declaration of Trust shall control. Participation in the Fund requires the written consent of JPMCB, as evidenced by JPMCB's execution of this Agreement.

3. *Appointment of JPMCB as Investment Manager*. Pursuant to its authority to appoint one or more investment managers for the Plan, the Client hereby appoints JPMorgan Chase Bank, N.A., as investment manager, with the power to invest, reinvest and maintain custody of the assets of the Plan invested in the Fund, and JPMCB accepts such appointment. If the Plan is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), JPMCB shall be appointed an "investment manager" within the meaning of Section 3(38) of ERISA. The powers and duties of JPMCB as investment manager shall be governed by the terms of the Declaration of Trust and this Agreement. JPMCB shall be responsible only for the investment and custody of the assets accepted by it and shall have no other duties except as specified in the Declaration of Trust and this Agreement. JPMCB acknowledges that it is a fiduciary, as defined by ERISA or other applicable law, with respect to the assets of the Plan invested in the Fund. Such fiduciary responsibility is limited to the management of the Fund and the selection of the investments held within the Fund. JPMCB has no duty, responsibility, authority or discretion with respect to the selection of the Fund as an investment for the Plan or the management of any other assets of the Plan.

4. *Authorized Individuals*. Pursuant to the Authorized Signers List attached hereto as Exhibit B, Client certifies to JPMCB the names, titles and authorities of the individuals who are authorized to act on behalf of the Client with respect to this Agreement and the Plan's participation in the Fund, and JPMCB shall be entitled to rely upon such information until it receives written notice of a change in such appointments or designations.

5. *Information and Statements*. JPMCB shall provide or make available to the Client or its agent monthly statements setting forth the Plan's transactions in the Fund, number of units held and the net asset value of the Plan's investment in the Fund. The Client agrees to review promptly all statements and information provided or made available and to promptly advise JPMCB if there are any issues or concerns regarding such statements or information.

6. *Fees.* To compensate JPMCB for the management of the Fund and the account services rendered by JPMCB and its affiliates in connection with the Plan's investment in the Fund, JPMCB and Client agree to the terms and conditions of the Fee Schedule attached hereto as Exhibit C.

7. *Representations and Covenants.* Client represents, warrants and covenants to JPMCB as follows:

a. Client has full power and authority to appoint JPMCB and to enter into this Agreement with respect to and on behalf of the Plan, either (i) as the "named fiduciary" for the Plan (within the meaning of Section 402(c)(3) of ERISA), or as a duly authorized agent thereof, or (ii) in the case of a governmental plan, under the governing documents of the Plan or applicable statutes or regulations.

b. The Plan (including its related trust or other funding vehicle) is, and at all times that the Plan is invested in the Fund the Plan shall continue to be, (i) qualified under the provisions of Section 401(a) of the Internal Revenue Code of 1986, as amended ("IRC") and therefore exempt from taxation under the provisions of IRC Section 501(a) (a "Tax-Qualified Plan"), or (ii) a governmental plan within the meaning of IRC Section 414(d), which has been established by an employer for the exclusive benefit of its employees or their beneficiaries, or an eligible governmental plan trust or custodial account under IRC Section 457(b) that is exempt from taxation under IRC Section 457(g) (a "Qualified Governmental Investor"). Client has provided along with this Agreement (i) a copy of the Plan's favorable determination, opinion or advisory letter from the Internal Revenue Service (the "IRS") to that effect or an opinion of counsel acceptable to the Bank as to the Plan's Tax-Qualified Plan or Qualified Governmental Investor status, as applicable, or (ii) other evidence acceptable to JPMCB that demonstrates that the Plan meets the foregoing requirements to be either a Tax-Qualified Plan or Qualified Governmental Investor, as applicable and exempt from Federal income taxation.

c. If the Client is investing plan assets in the Fund through a master trust, group trust or similar funding vehicle containing the assets of two or more retirement plans, such master trust, group trust or similar funding vehicle does not contain assets of a plan qualified under the Puerto Rico Internal Revenue Code but not qualified under IRC Section 401(a), and Client shall not permit any Puerto Rico qualified plans that are not also qualified under IRC Section 401(a) to be invested in the Fund through the master trust, group trust or similar funding vehicle.

d. Without limiting the generality of the foregoing, in the event that the Plan is intended to be a Tax-Qualified Plan, Client further represents and covenants to JPMCB that (i) if no favorable determination letter has yet been issued with respect to the Plan, Client shall (A) timely submit the Plan for such a determination, and (B) make any and all of the changes that may be required by the IRS as a condition to the issuance of a favorable determination letter, (ii) Client shall (A) on an ongoing basis, timely make all such submissions to the IRS as may be necessary so that at all times the Plan will have a then-current favorable determination letter, and (B) with respect to each submission, make any and all of the changes that may be required by the IRS as a condition the issuance of the applicable favorable determination letter, and (iii) Client shall otherwise do all things necessary to maintain the Plan as tax-qualified under IRC Section 401(a) and its related trust as tax-exempt under IRC Section 501(a).

e. Without limiting the remedies available in the event of a breach, and without limiting JPMCB's other rights hereunder and under the Fund's governing documents, JPMCB shall have the right to require the Plan to withdraw from the Fund in the event that any of the foregoing assurances are breached, or JPMCB otherwise determines that the Plan is unlikely to be, or continue to be a Tax-Qualified Plan or a Qualified Governmental Investor, as applicable.

f. The trust agreement or other governing documents for the Plan expressly permits the commingling of the Plan's assets for investment purposes in a common, collective, commingled or group trust fund and incorporates the Fund's Declaration of Trust by general or specific reference thereto. The Plan's participation in the Fund does not, and the performance of the terms of this Agreement will not, contravene any provision of existing law or regulations applicable to the Plan, or of the organizational or governing documents of the Plan and its related trust.

g. The Plan does not cover self-employed individuals as defined in IRC Section 401(c).

h. The Asset Certification attached hereto as Exhibit D is true and correct and Client (or Plan's administrator, record keeper or other authorized representative) will immediately advise JPMCB in writing of any change in status affecting such certification.

i. Client acknowledges receipt of the J.P. Morgan Asset Management ERISA Section 408(b)(2) Disclosure Statement.

j. Client will immediately advise JPMCB in writing if any of the foregoing representations shall no longer be true.

8. *Withdrawal and Trading Restrictions.* Client understands and acknowledges that transactions in Fund units, including requests for purchase, redemption or exchange of Fund units, are subject to the terms, conditions and restrictions described in the Declaration of Trust. Client further understands and acknowledges that the Fund does not authorize or permit certain trading practices such as market timing or frequent trading by the Plan (or, if applicable, any participants in the Plan) that could be harmful to the Fund and its investors. Client has been provided JPMCB's policy pertaining to excessive trading in commingled pension trust funds ("Excessive Trading Policy"). Client acknowledges and agrees that the Fund may require the Plan and its administrator, record keeper or other financial intermediary to implement procedures reasonably designed to comply with the withdrawal and trading restrictions set forth in the Declaration of Trust and the Excessive Trading Policy. Client agrees to provide or cause to be provided to JPMCB or the Fund, upon written request, Plan level and individual participant level transaction activity in the Fund, and Client further agrees that the Plan and its record keeper or other applicable party shall comply with such written instructions provided by JPMCB or the Fund that restrict or prohibit further transactions in the Fund that violate the Fund's Excessive Trading Policy.

9. *PTE Disclosures and Consent.* The Fund, and if applicable, other JPMCB commingled pension trust funds in which the Fund invests, may engage in certain transactions in reliance upon and subject to the conditions of the following prohibited transaction exemptions issued by the Department of Labor:

a. *Securities Lending*. Client has reviewed the Securities Lending Disclosure attached hereto as Exhibit E, pertaining to the securities lending program maintained by JPMCB for commingled pension trust funds, along with a copy of PTE 2013-05. Client consents to the Fund's participation in the securities lending program, or, as applicable, investment in other commingled pension trust funds maintained by JPMCB that participate in the securities lending program. The Client consents to the appointment of JPMCB as the securities lending agent for the program and the use of EquiLend as described in the Securities Lending Disclosure and PTE 2013-05. The Client acknowledges that JPMCB, as the securities lending agent for commingled pension trust funds, may enter into repurchase transactions in which repurchase agreement counterparties use JPMCB as tri-party collateral agent and/or custodian for repurchase transactions. JPMCB earns fees from these third-party banks and broker-dealers for the provision of such services. This fee is separate from and in addition to the fees that JPMCB earns as trustee and custodian of the commingled pension trust fund. Client consents to the receipt by JPMCB of fees from third parties who use JPMCB as tri-party collateral agent and/or custodian for repurchase transactions. The foregoing authorization by the Client may be terminated by withdrawing from the Fund in accordance with normal redemption procedures.

b. *Purchase of Securities*. Client has reviewed a copy of the proposed and final exemption issued as PTE 2003-24 pertaining to the purchase of securities by JPMCB or other asset management affiliates of

JPMCB, from nonaffiliated persons, of certain securities during the existence of an underwriting or selling syndicate when an affiliate of JPMCB is a manager or member of the underwriting syndicate or where an affiliate serves as trustee of a trust that issued the securities or as indenture trustee of debt securities. Client acknowledges that it has received from JPMCB a copy of the proposed and final exemption, and any other reasonably available information requested by Client regarding transactions that may be executed by JPMCB under PTE 2003-24. Client hereby authorizes JPMCB to purchase securities on behalf of the Fund (or any commingled pension trust fund in which the Fund may invest) in accordance with PTE 2003-24. The foregoing authorization by the Client may be terminated by withdrawing from the Fund in accordance with normal redemption procedures. Client represents that it is unrelated to and independent of JPMCB and its affiliates and that neither it, nor any individual responsible for the decision to appoint JPMCB pursuant to this Agreement, to participate in the Fund or to terminate the authorization of JPMCB to purchase securities in accordance with the exemption, is an officer, director or employee of JPMCB or any of its affiliates and agrees to notify JPMCB if the foregoing facts change.

c. *Brokerage and Execution Services*. This paragraph summarizes JPMCB's brokerage placement practices, including the potential use of affiliated broker-dealers pursuant to PTE 86-128. JPMCB will use the execution services of such broker-dealers as it may select from time to time, which will be entitled to compensation for their services, to effect transactions for the purchase and/or sale of securities and other investments by the Fund. In connection with transactions effected for the Fund, JPMCB may establish and trade in accounts in its own name or in the name of the Fund with members of national or regional securities exchanges and the Financial Industry Regulatory Authority, including "omnibus" accounts established for the purpose of combining orders for more than one client. Subject to the requirements of Section 408(b)(16) of ERISA or other applicable law, JPMCB may also execute transactions for the Fund through an electronic communication network, alternative trading system, or similar execution system or trading venue. In selecting brokers through which transactions for the Fund will be executed, JPMCB's primary consideration will be the broker's ability to provide best execution of trades. In making a decision about best execution (and subject to section 28(e) of the Securities Exchange Act of 1934), JPMCB may consider a number of factors including, but not limited to, trade price and commission and quality of research services the broker may provide. The commission rates paid to any broker for execution of transactions will be determined through negotiations with the broker, taking into account industry norms for the size and type of transaction, and the nature of brokerage and research services provided. Such research services may include, but not be limited to, analysis and reports concerning economic factors and trends, industries, specific securities, and portfolio strategies. Research services furnished by brokers will generally be used in connection with all JPMCB client accounts, although not all such services may be used with any particular account that paid commissions to the brokers providing such services. Subject to JPMCB's compliance with PTE 86-128, Client hereby authorizes JPMCB to effect transactions for the purchase and/or sale of securities and other investments through any of JPMCB's affiliated broker-dealers ("Affiliated Broker-Dealers") and the Affiliated Broker-Dealers may retain commissions in connection with effecting such agency transactions for the Fund. The Client understands that other broker-dealers may be willing to effect transactions at lower commission rates than those charged by Affiliated Broker-Dealers. When executing trades through Affiliated Broker-Dealers, JPMCB shall seek to obtain the most favorable terms for transactions that are reasonably available under the circumstances. The Client may obtain any reasonably available information regarding JPMCB's brokerage placement practices upon request at any time. The Client understands that it may terminate its authorization for JPMCB to effect securities transactions through Affiliated Broker-Dealers on behalf of the Plan by withdrawing from the Fund in accordance with normal redemption procedures.

10. *Indemnity.* Client agrees to indemnify and hold harmless JPMCB, its affiliates, and the Fund from any and all claims, losses, or liabilities which arise out of (i) any misrepresentation by the Client contained in this Agreement, (ii) JPMCB's reasonable reliance on any direction, instruction or other notice given to JPMCB on behalf of the Plan by Client or by the Plan's administrator, record keeper or other authorized representative, or (iii) failure of either the Client or its custodian to credit cash to the Fund for purposes of funding contributions on such date established by JPMCB pursuant to the terms of the Declaration of Trust.

11. *Liability.* JPMCB does not guarantee the future performance of the Fund or any specific level of performance, the success of any investment decision or strategy that JPMCB may use, or the success of

JPMCB's overall management of the Fund. JPMCB and its affiliates and their directors, officers and employees shall not be liable for any expenses, losses, damages, liabilities, charges and claims of any kind or nature whatsoever ("Losses") arising from any depreciation in the value of the Fund or resulting from JPMCB's actions in regard to the Fund, except to the extent such Losses are judicially determined to be proximately caused by JPMCB's negligence, willful misconduct or breach of its fiduciary responsibility under ERISA. JPMCB and its affiliates and their directors, officers and employees shall have no responsibility or liability on account of the management of any assets of the Plan outside of the Fund or the administration of the Plan. Except as otherwise required by ERISA, under no circumstances shall JPMCB and its affiliates or their directors, officers or employees be liable for any special, consequential or indirect damages.

12. *Client Lists*. Unless Client has checked the box below, Client hereby grants JPMCB and its affiliates the right to: (a) use the name, trademark, logo or other identifying marks of the Plan or the sponsor of the Plan in any publicity activities or materials, including lists of representative clients, and (b) identify the investment style managed by JPMCB for the Plan in such publicity activities.

☐ Client does *not* grant JPMCB or its affiliates the rights described in (a) and (b) above.

13. *Applicable Law*. All questions arising hereunder shall be determined according to the laws of the State of New York (without regard to its conflict of laws provisions) and the provisions hereof shall be binding upon the successors and assigns of the parties. The Client hereby waives trial by jury in any judicial proceeding involving any dispute, controversy or claim arising out of or relating to this Agreement or the Plan's investment in the Fund. To the maximum extent permitted under applicable law, the Client hereby irrevocably waives any immunity to which it might otherwise be entitled in any arbitration, action at law, suit in equity or any other proceedings arising out of or based on this Agreement or any transaction in connection herewith.

14. *Customer Identification Program.* To help the government fight the funding of terrorism and money laundering activities, JPMCB has adopted a Customer Identification Program ("CIP"), pursuant to which JMPCB is required to obtain, verify and maintain records of certain information relating to its clients. Client understands that United States federal regulations and Executive Orders administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Treasury Department prohibit, among other things, engaging in transactions with, and providing services to, targeted non-U.S. countries and certain entities and individuals (including, without limitation, those subject to OFAC sanctions or embargo programs or engaged in terrorist activities or narcotics trafficking). In order to facilitate JPMCB's compliance with its CIP and all applicable laws and regulations concerning money laundering, terrorist financing and other illegal activities, Client acknowledges that it has provided the representations and warranties with respect to anti-money laundering that are set forth in Exhibit F and Annexes, if any, thereto. Client understands that JPMCB will be relying upon the representations and information provided in this Agreement and in Exhibit F and the Annexes, if any, and agrees to provide such other information and/or representations as may reasonably be requested. Client represents and warrants to, and agrees with, JPMCB that the representations and warranties set forth in this Agreement and Exhibit F are true on the date hereof and that each and any of the representations and warranties will be true as of each date the Agreement is effective, unless the Client has otherwise notified JPMCB. The Client agrees to provide such evidence as to the accuracy of such representations and warranties as may be requested by JPMCB.

15. *Additional Terms and Conditions.* Client and JPMCB agree to the Additional Terms and Conditions, if any, set forth in Exhibit G attached hereto.

16. *Waiver, Amendment or Modification*. Any waiver, amendment or modification of any provision of this Agreement shall not be effective unless made in writing and signed by the party against whom enforcement of such waiver, amendment or modification is sought.

17. *Foreign Tax Reclaims.* The Fund may receive dividends and interest from issuers that are domiciled in foreign countries, some of which subject the Fund to withholding or other taxes even though the U.S. has a tax treaty with the foreign country that provides for a reduced withholding rate for U.S. residents. As a

result of foreign tax laws and regulatory requirements, foreign tax authorities may require the Fund to file tax reclaim forms in order to receive the benefit of a reduced withholding rate; and may require the Fund to provide additional documentation to confirm the identity or residency of, or provide other relevant information for the Participating Trusts in the Fund. As a result, the Client agrees to provide additional information or complete forms requested by foreign tax authorities in order for the Fund to file for such tax reclaim.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives on this _____ day of _____, 20_____.

CLIENT: City of Gainesville, Georgia, Retirement Plan A Pension Board	JPMORGAN CHASE BANK, N.A.
By: _____	By: _____
Name: Bryan Lackey	Name: _____
Title: City Manager	Title: Vice President

EXHIBIT A

ACCOUNT INFORMATION FORM

Plan Sponsor:	City of Gainesville, Georgia
Plan Sponsor EIN:	58-6000581
Address for Plan Contact:	300 Henry Ward Way Gainesville, GA 30501
Phone for Plan Contact:	770-535-6865
Name of Trust:	City of Gainesville, Georgia, Retirement Plan A
Name of Trustee:	Retirement Plan A Pension Board
Fiscal Year End of Trust/Plan:	June 30

Plan Type: A. ☑ §401(a) Qualified Plan: *(specify type)*
- ☑ Defined Benefit
- ☐ 401(k) / Profit Sharing
- ☐ Money Purchase

B. ☒ §414(d) Governmental Plan

C. ☐ §457(b) Plan

NOTE: In addition to completing this Account Information Form, the Plan must attach a copy of its most recent IRS determination or opinion letter stating the Plan is qualified under IRC section 401(a) and its trust is tax-exempt under IRC section 501(a). A governmental plan that does not have an IRS letter or ruling may in the alternative provide a copy of the applicable statutes or other governing documents regarding the Plan's status.

Fund(s) selected for inclusion in the Plan:

Commingled Pension Trust Fund (Strategic Property) of JPMorgan Chase Bank, N.A.

For the Fund(s) identified above, please identify all Plans maintained by the Plan Sponsor or its affiliates that invest in the Fund:

Plan Name:	**Plan EIN:**	**Plan Three-Digit Number:**
City of Gainesville, Georgia, Retirement Plan A	58-6000581	002

EXHIBIT B

AUTHORIZED SIGNERS LIST

Client Name: City of Gainesville, Georgia, Retirement Plan A Pension Board

Account Name(s):	**Account Number(s):**
City of Gainesville, Georgia, Retirement Plan A – Strategic Property Fund	307790

The below named persons are duly authorized to provide instructions for cash flows and other business related activities for the above referenced Account(s).

PLEASE NOTE: A minimum of two authorized persons is required on the below List.

Name:	**Title:**	**Signature:**	**Phone Number*:**
David Frazier	Board Chairman		770-540-6193
Denise Jordan	Board Secretary		770-535-6865
Jeremy Perry	Chief Financial Officer		770-535-6898

I certify that the signatures shown above are the legal signatures of those persons who are authorized to sign and provide instructions on behalf of the above referenced Account(s).

Signature of Authorized Person** Date

Denise O. Jordan City Clerk/Secretary to Retirement Board

Name Title

***Phone number is required to authenticate certain wire and cash flow instructions**
****Certification of Signature must be provided by a Secretary or other duly authorized officer**

EXHIBIT C

FEE SCHEDULE

Client Name: _City of Gainesville, Georgia, Retirement Plan A_____

Fund Name: __JPMCB Strategic Property Fund_____

Capitalized terms used in this Fee Schedule, but not defined below, shall have the meanings attributed to them in the Agreement.

Annual Fee

The Client shall pay to JPMCB on account of its participation in the Fund an annual fee (the "Fee") calculated as follows on terms and conditions set forth below:

(a) If the net asset value ("NAV") of the Client's account is below $100 million (based on the quarter-end NAV of the account during each calendar quarter), then the Fee shall be 1.00% of the Client's pro-rata share of the NAV of the Fund as of the end of each calendar quarter, except that the Fee will only be 0.15% with respect to the market value of cash and cash equivalents in the Fund in excess of 5.0% reserve position for cash and cash equivalents.

(b) If the NAV of the Client's account is $100 million or more (based on the quarter-end NAV of the account during each calendar quarter), then the Fee shall be computed as follows: (i) 92 bps on the first $100 million; (ii) 85 bps on the next $150 million; (iii) 80 bps on the next $250 million; and (iv) 75 bps on the balance, except that the Fee will only be 0.15% with respect to the market value of cash and cash equivalents in the Fund in excess of 5.0% reserve position for cash and cash equivalents.

Notwithstanding the foregoing, (i) if the NAV of a Client's account reaches $100 million - $149 million, $150 million - $249 million, $250 million - $499 million or $500 million and greater (based on the quarter-end NAV of the account during a calendar quarter), and subsequently decreases to an amount less than those individual tier levels solely due to the investment performance of the Fund, then the Fee for Client's account shall continue to be computed under the methodology set forth in clause (b) above; and (ii) a Client who participates directly or indirectly in any relationship or similar rebate program offered by J.P. Morgan Asset Management or any of its business divisions shall be required to pay Fees based on the methodology set forth in clause (a) above.

There shall be no acquisition or disposition fees, nor any fees charged on debt, either at the asset level or the Fund level.

Billing Period

The Fee will be calculated as of the last business day of each calendar quarter-end (*i.e.*, March, June, September and December) and billed in arrears.

Fee Calculation Methodology

The market value(s) used for calculating the Fee will be determined by JPMCB as of the end of the calendar quarter and in accordance with the terms of the Declaration of Trust.

Cash Flow Prorations

The market value that forms the basis for each fee calculation will be adjusted to pro-rate any contributions and withdrawals that occurred during the billing period when the daily sum of such activity exceeds the

greater of U.S. $1 million or 2% of the market value of the Plan's participation in the Fund. For purposes of determining this percentage threshold, each day's contributions and withdrawals will be measured against the immediately preceding month-end market value.

Billing

The Client authorizes JPMCB to directly debit the Client's Fund account for the Fee following the billing period. In the event that there are insufficient funds in the Client's Fund account, JPMCB shall liquidate holdings in the Client's Fund account in the amount necessary to cover such fees. JPMCB shall provide the Client with an invoice describing in reasonable detail the manner in which the Fee was calculated and the date on which the Fee was charged to the Client's Fund account. The statement will be emailed to the Client.

Fee Schedule agreed to and accepted:

Client:	City of Gainesville, Georgia, Retirement Plan A Pension Board	JPMorgan Chase Bank, N.A. (JPMCB)
By:	_____	By: _____
Name:	Bryan Lackey	Name: _____
Title:	City Manager	Title: Vice President

EXHIBIT D

ASSET CERTIFICATION

Please mark one item below.

Client understands that this certification shall be deemed to be a continuing certification until such time as Client shall notify JPMCB of any change.

☐ the Plan owns and invests on a discretionary basis securities less than $50 million

☒ the Plan owns and invests on a discretionary basis securities equal to or greater than $50 million, but less than $100 million

☐ the Plan owns and invests on a discretionary basis securities equal to or greater than $100 million

In determining the aggregate amount of eligible "securities" owned and invested on a discretionary basis, the following instruments and interests shall be excluded: securities issued by affiliates of the entity, bank deposit notes and certificates of deposits, loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity swaps.

EXHIBIT E

SECURITIES LENDING DISCLOSURE

Description

Securities lending is a common industry practice. In the course of their normal securities business activities, brokerage firms and banks often need to borrow securities, for instance, to effect short sales. Through a lending agent, the borrowing firm provides cash or other collateral to the lender. The lender receives income consisting of the earnings on the cash collateral investments, net of a rebate received from or paid to the borrower and the lending agent fees.

JPMorgan Chase Bank, N.A. ("JPMCB") may implement securities lending within its commingled pension trust funds (a list of participating fund is available upon request). This activity is permitted by each fund's Declaration of Trust and does not affect an investor's right to withdraw from a commingled pension trust fund in accordance with normal redemption procedures. While securities are on loan, they continue to be reflected in the fund's daily net asset values, and the fund receive the benefit of any dividends, earnings or corporate actions attributable to these securities, though they give up the ability to vote proxies.

Intent of the Program

The expected benefit to the fund is increased annual returns from the incremental revenues (net of fees) generated by securities lending, although the actual benefit, if any, cannot be guaranteed or quantified in advance. This activity offers a way to capture the scarcity value of existing security positions, and in no way hinders the execution of a fund's stated investment strategies.

Lending Agent

The Investor Services unit of JPMCB is the securities lending agent for JPMCB's commingled pension trust funds and will receive a fee of up to 15% of the net earnings on each loan it makes. The net earnings from securities lending, minus the fees of the securities lending agent, will be received by the lending fund. In addition, JPMCB, as the securities lending agent for commingled pension trust funds, may enter into repurchase transactions in which the repurchase agreement counterparties use JPMCB as tri-party collateral agent (two banks provide this service to the overwhelming majority of banks and broker-dealers and JPMCB is one of those two banks). JPMCB receives a fee from these repurchase agreement counterparties. The revenue split of securities lending income does not apply to the fees JPMCB receives as tri-party collateral agent.

Risk Management

There are several types of risks associated with securities lending. With regard to the lending activity, there is default risk--the possibility that the borrowing firm does not satisfy its contractual obligation to return the borrowed security. Additionally, with regard to the reinvestment of cash collateral, there is investment risk-the possibility that the chosen investments will generate a lower-than-expected return or that the investment counterparty may default. JPMCB undertakes the following measures to insulate the funds from these risks:

The initial cash collateral provided by the borrower is required to equal between 102% and 105% of the value of any securities borrowed. Should the value of the collateral provided by the borrower fall below 100% of the fair market value of the loaned securities, the borrower will be required to provide sufficient additional collateral to return the value of the collateral to its original required level.

The list of eligible borrowers approved by JPMCB's Risk Management and Control Group includes only brokerage firms and banks whose financial strength, professionalism and reputation meet certain credit

requirements. No JPMCB affiliate will be eligible to borrow any securities of a JPMCB commingled pension trust fund.

JPMCB has agreed to indemnify its commingled pension trust funds against a loss due to the bankruptcy or insolvency of a borrowing firm. In addition, JPMCB has agreed to indemnify the commingled pension trust funds against certain losses resulting from defaults by repurchase agreement counterparties.

The cash collateral held by JPMCB, the fund's trustee, custodian and securities lending agent, will be invested in repurchase agreements (using government securities as collateral) or government securities. For each lending fund, the average term of the collateral reinvestment portfolio will be matched to the average term of the loan portfolio. Eligible repurchase agreement counterparties must be approved by JPMCB's Risk Management and Control Group. JPMCB affiliates will not be eligible investment counterparties.

EquiLend

JPMCB, together with a group of leading financial services firms, joined to establish EquiLend. EquiLend operates a common electronic platform ("Platform") for the negotiation of securities lending and borrowing transactions, though EquiLend neither acts as a principal in any securities lending transaction nor guarantees any transaction executed through the Platform. JPMCB has a financial interest in the successful operation of EquiLend. JPMCB expects to use the Platform to transact securities loans on behalf of the commingled pension trust funds with other EquiLend participants that are approved borrower counterparties in the Program.

EquiLend has received an exemption from the Department of Labor (PTE 2013-05) permitting JPMCB (and other lending agents with equity interests in EquiLend) to use the Platform to lend ERISA plan assets. A copy of PTE 2013-05 is attached for your reference. Among other things, PTE 2013-05 permits participation in the Platform by an equity owner of EquiLend in its capacity as a securities lending agent for the plan, provided that certain conditions are met. JPMCB, as a securities lending agent with an equity interest in EquiLend, has a financial interest in the successful operation of EquiLend. As a securities lending agent participating in the Platform, JPMCB may provide to EquiLend securities lending data based on off-Platform securities lending transactions.

EXHIBIT F

AUTHORIZATIONS, REPRESENTATIONS AND WARRANTIES

Client hereby represents, warrants and agrees that to its knowledge:

(i) the Client, each employer maintaining the Plan (and such employer's affiliates), and, if any such employer is an entity that is privately owned, each person having a beneficial ownership interest in such employer (collectively, the "Plan Related Parties") and its Authorized Persons agree to provide any document or information requested by JPMorgan (whether as of the effective date of the Agreement or in the future) that JPMorgan requests in order for JPMorgan to comply with all applicable anti-money laundering statutes, rules, regulations, policies and consent orders;

(ii) all information documents provided to JPMorgan, including information documents regarding the identity of the Plan Related Parties provided or to be provided to JPMorgan are and will be accurate and complete;

(iii) none of the funds that the Plan has contributed, or will contribute, to the Account has been or will be derived, directly or indirectly, from any activity that contravenes any United States federal or any state or international laws and regulations, including anti-money laundering laws and regulations ("Prohibited Investments");

(iv) none of the Plan Related Parties is a country, territory, entity or individual named on an OFAC list;

(v) none of the Plan Related Parties is an individual or entity that resides or has a place of business in, or is organized under the laws of, a country or territory named on an OFAC list or which is designated as a non-cooperative country or territory by the Financial Action Task Force on Money Laundering ("FATF") or which is designated by the Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT Act as warranting special measures due to money laundering concerns or whose contributions to such Account have been or will be transferred from or through such a country or territory;

(vi) none of the Plan Related Parties is a "senior foreign political figure," or an "immediate family member" or "close associate" of a senior foreign political figure within the meaning of the Guidance on Enhanced Scrutiny for Transactions That May Involve the Proceeds of Foreign Official Corruption issued by the U.S. Department of Treasury and other federal agencies;

(vii) none of the Plan Related Parties is a "Foreign Shell Bank" within the meaning of the USA PATRIOT Act, i.e., a foreign bank that does not have a physical presence in any country and that is not affiliated with a bank that has a physical presence and an acceptable level of regulation and supervision and

(viii) JPMorgan may disclose information about the Plan Related Parties, any Authorized Person of the Plan and the Account, to any governmental, regulatory or judicial body, agency, authority or instrumentality with jurisdiction over JPMorgan or pursuant to any requirement under applicable law, rule, regulation, policy or consent order (collectively, the "Requirement") or to its affiliates, if JPMorgan, in its sole discretion, determines that

such disclosure is required by such Requirement, including the relevant statutes, rules, regulations or consent orders concerning Prohibited Investments or in connection with management or compliance oversight or an internal audit function.

EXHIBIT G

ADDITIONAL TERMS AND CONDITIONS

1. Amendment to Section 10

Section 10 is hereby deleted and replaced with the following:

10. Liability. Client agrees that it shall be liable for all claims, losses, or liabilities which arise out of (i) any misrepresentation by the Client contained in this Agreement, (ii) JPMCB's reasonable reliance on any direction, instruction or other notice given to JPMCB on behalf of the Plan by Client, or (iii) failure of the Client to credit cash to the Fund for purposes of funding contributions on such date established by JPMCB pursuant to the terms of the Declaration of Trust.

2. Amendment to Section 13

Section 13 is hereby deleted and replaced with the following:

13. *Applicable Law*. All questions arising hereunder shall be determined according to the laws of the State of Georgia (without regard to its conflict of laws provisions) and the provisions hereof shall be binding upon the successors and assigns of the parties. The Client hereby waives trial by jury in any judicial proceeding involving any dispute, controversy or claim arising out of or relating to this Agreement or the Plan's investment in the Fund.

APPENDICES

Declaration of Trust

Fund Summary

PTE 2013-05

PTE 2003-24 (Proposed)

PTE 2003-24 (Final)

Excessive Trading Policy

ERISA Section 408(b)(2) Disclosure Statement

CITY OF GAINESVILLE
CITY MANAGER'S OFFICE

Denise O. Jordan, CMC
City Clerk

300 Henry Ward Way
Post Office Box 2496
Gainesville, Georgia 30503-2496
Telephone: 770.535.6865
Fax: 770.535.6896
Web Site: www.gainesville.org

memo

TO: Bryan Lackey
FROM: Denise Jordan
SUBJECT: Retirement Plan A Contract with J.P. Morgan
DATE: January 13, 2017
CC:

Retirement Plan A desires to further diversify its portfolio by adding real estate investments. The Board worked through its Investment Consultant to interview the following real estate managers:

- American Realty Advisors
- Cornerstone
- Principal Global Investors
- J.P. Morgan Asset Management

The Board selected J.P. Morgan as the best option and is requesting approval to enter into an agreement to invest $4,000,000 in the J.P. Morgan Chase Strategic Property Fund. The proposed resolution approves the Participation Agreement and authorizes the City Manager to sign it. The Plan's Attorney and City Attorney negotiated the agreement on behalf of Retirement Plan A.

Please advise if you have any questions/concerns.

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/19/2017

Presenter: Bryan Lackey

Item of Business: BR-2017-04 Memorandum of Understanding with DCA for Main Street Gainesville Program

Meeting Date: 1/24/2017

Purpose of Request:

Approval for the Mayor to sign the annual MOU between DCA and Main Street Gainesville.

History/Background:

This is an annual agreement required to ensure that Main Street Gainesville is following the standards of the National Main Street program to maintain accreditation.

Facts & Issues for Consideration:

Department Recommendation:

Approval for the Mayor's Signature.

Department Director:

Catiel Felts

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

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
BR-2017-04 MOU with DCA for Main Street Gainesville	Resolution
MOU Main Street Gainesville 2017	Contract/Agreement/MOU
MOU letter	Cover Memo

RESOLUTION BR-2017-04

Memorandum of Understanding between City of Gainesville and Department of Community Affairs for Main Street Program

WHEREAS, the City of Gainesville and Main Street Gainesville have acknowledged the desire of the Department of Community Affairs to enter into a Memorandum of Understanding (MOU) annually regarding the Main Street Gainesville program; and

WHEREAS, the Department of Community Affairs will enter into a MOU annually with the above parties to provide services in return for the active and meaningful participation in the Georgia Main Street program; and

WHEREAS, the purpose of the MOU is to outline the necessary requirements set forth by the Department of Community Affairs for Main Street Gainesville's participation in the Georgia Classic Main Street annually; and

WHEREAS, the Department of Community Affairs is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street program to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville is in support of continuing the Main Street program each year and hereby authorizes the City Manager and/or Mayor to sign the documents required annually by the Department of Community Affairs, provided that the program requirements do not change substantially from those set forth in the MOU for calendar year 2017.

Adopted this _____ day of _____, 2017.

_____

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

_____

Denise O. Jordan, City Clerk

2017
Georgia Classic Main Streets Memorandum Of Understanding

MOU

1/1/2017

This document should be signed by all local parties (Mayor, Board Chair, Main Street Program Manager) and returned including original signatures to the Georgia Department of Community Affairs, c/o Leigh Burns, 60 Executive Park South, NE, Atlanta, Georgia 30329 by FEBRUARY 17, 2017.

GEORGIA CLASSIC MAIN STREETS PROGRAM
MEMORANDUM OF UNDERSTANDING

2017 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA") and the City of Gainesville, Georgia (hereinafter referred to as "Community"),. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Classic Main Streets Program for 2017. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the City of Gainesville has agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
    A. A copy of these boundaries should remain on file with DCA at all times.
    B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a paid professional downtown manager responsible for the daily administration of the local Main Street Program.
    A. The downtown manager must have a job description that identifies at least 75% of their duties (if a full time employee) or all of their duties (if a part-time employee) that are directly related to Main Street activities. A copy of the job description should remain on file with DCA at all times.
    B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager's salary must be paid in excess of minimum wage.
    C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
    D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
    A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
    B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA encourages this space to be in the local Main Street program area.
    C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
    A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
        i. Business license data
        ii. Building permit data
        iii. Property tax data
        iv. Geographic Information Systems data (mapping support when available)
    B. Review reported data submitted by the downtown manager to assure accuracy.

6. Use the "Main Street America™" name in accordance with the National Main Street Policy on the Use of the Name Main Street.
7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational placement of the program or major turnover in the board of directors. Such notice should be within one business week of said changes. Changes may result in program probation, the loss of accreditation or removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
    A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
    B. The work plan should be created on a Calendar Year format in concurrence with this Agreement (2017), and can serve as a strategic plan for the local program for a period of three years or less.
    C. A copy of the work plan should be on file and updated with DCA.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
    A. DCA recommends a public downtown visioning event/town hall meeting at least once every three years.
    B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
    C. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
4. Meet a minimum of 6 times per year and minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. Attend training when possible to become better informed about the Main Street Approach™ and trends for downtown revitalization and to support the downtown manager.
6. Newly Appointed Board Members are required to attend Main Street 101, hosted by the Office of Downtown Development, within their first year of their first term.
7. Assure the financial solvency and effectiveness of the Local Main Street Program.
    A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
    B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
    C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANANGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
    A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
    B. Participate in occasional surveys by DCA related to Main Street programming.
    C. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
    D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
    E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community's downtown area.
2. Participate in training to broaden the impact of the local Main Street Program.
    A. One representative from the local program should attend at least one Regional Managers meeting in 2017.
    B. The downtown manager and/or board members are expected to attend at least one preservation-related training annually.
    C. DCA requires managers to attend at least 30 hours of training annually (including webinars, regional managers meetings, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-

DCA hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development.

D. Respond to requests by DCA in a timely manner.

3. Take advantage of the Georgia Classic Main Street network of professional downtown managers.
4. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community.
5. Provide regular updates between the local Main Street Program and the Community.
    A. Managers are encouraged to provide at least quarterly reports to the local government.
    B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
6. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your local program. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
    A. DCA will offer a series of webinars (live and pre-recorded) on a diverse set of downtown related topics and will upload a copy of recorded webinars to the Georgia Main Street YouTube Channel.
    B. DCA will offer seven Regional Managers Meetings statewide in 2017.
    C. DCA will offer four Main Street 101 workshops and one Main Street 201 workshop throughout the year, with topics related to the Main Street Approach™
3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
    A. DCA may provide assistance, directly or through partnerships, to assist in the execution of local organization strategy sessions, trainings, retreats, and community visioning sessions.
    B. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
    C. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
    A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
    B. DCA may assist in training local staff or volunteers in the reporting process.
    C. DCA will provide unlimited telephone consultations with local programs.
    D. DCA will attempt to provide on-site assistance as feasible.
5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
8. Provide design services to the local program at a discounted rate. Services may include phone consultations, site visits, design training, services for local property owners and merchants, conceptual drawings, property plans and layouts, corridor plans and strategies, historic preservation plans, and historic research, among other services as requested.
9. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through December 31, 2017.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.
3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2017 calendar year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

GEORGIA CLASSIC MAIN STREET PROGRAM

MEMORANDUM OF UNDERSTANDING: 2017 Program Year

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): **Gainesville, Georgia**

_____ _____

Mayor/Chief Elected Official's Signature Date

_____ _____

C. Danny Dunagan, Jr. Date Term Expires

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA MAIN STREET PROGRAM

_____ _____

Director's Signature Date

Jessica Reynolds
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Phone: 404-679-4859
Email: Jessica.reynolds@dca.ga.gov

Georgia® Department of Community Affairs

November 21, 2016

To Whom It May Concern:

Enclosed you will find a copy of the 2017 Georgia Classic Main Street Program Memorandum of Understanding and the 2017 National Main Street Center's sublicensing agreement. As per the National Main Street Center requirements all accredited Main Street cities must have a current signed MOU and sublicensing agreement on file with the Georgia Department of Community Affairs in order to retain the services of our office along with the use of the Main Street name.

The enclosed document must be signed by the Mayor, Board Chair and local Manager and returned to DCA by no later than **February 17, 2017.** Failure to comply may result in probationary status or loss of accreditation for the local Main Street program in 2017.

As per this MOU agreement the local municipality is required to notify the Office of Downtown Development within one week of any Downtown Director Vacancy. If at any point during the 2017 calendar year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature to DCA, clarifying that person's understanding of the requirements of the this relationship.

Regards,

Jessica Reynolds,
Director, Office of Downtown Development &
Georgia Main Street Program
Georgia Department of Community Affairs

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/11/2017

Presenter: Bryan Lackey

Item of Business: BR-2017-05 Qualifying Fees for the 2017 Municipal Election

Meeting Date: 1/24/2017

Purpose of Request:

The purpose of this request is address qualifying fees for the November election.

History/Background:

The Georgia Election Code provides a formula to calculate qualifying fees and requires said fees to be established and advertised by February 1, 2017.

Facts & Issues for Consideration:

Salary information was provided by the appropriate representatives from the City and the School System.

Department Recommendation:

Adopt the proposed resolution.

Department Director:

Bryan Lackey

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

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
BR-2017-05 2017 Qualifying Fees for 2017 Municipal Election	Resolution

RESOLUTION BR-2017-05

QUALIFYING FEES FOR THE 2017 MUNICIPAL ELECTION

WHEREAS, the City of Gainesville shall conduct an election on November 7, 2017 to fill terms that will expire on December 31, 2017; and

WHEREAS, the Georgia Election Code requires the qualifying fee to be set at three percent of the total gross salary of the office paid in the preceding calendar year including all supplements authorized by law if a salaried office; and

WHEREAS, the Georgia Election Code also requires the qualifying fee to be published no later than February 1st; and

WHEREAS, the qualifying fee formula was applied to salary information provided by the appropriate representatives from the City of Gainesville and Gainesville City School System.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body hereby authorizes the City Clerk to publish the qualifying fees as shown below in the legal organ no later than February 1, 2017.

POSITION	QUALIFYING FEE
Mayor	$831.00
Council Member, Ward 1	$786.00
Council Member, Ward 4	$786.00
Board of Education Member, Ward 1	$174.60
Board of Education Member, Ward 4	$174.60

Adopted this _____ day of _____, 2017.

_____

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

_____

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/11/2017

Presenter: Bryan Lackey

Item of Business: PR-2017-04 Biogas Site Assessment Grant

Meeting Date: 1/24/2017

Purpose of Request:

To request authorization to apply for and accept the Biogas Site Assessment Grant from the Georgia Environmental Finance Authority.

History/Background:

The Department of Water Resources owns and operates two advanced wastewater treatment plants which could produce biogas with the potential for utilization rather than waste.

Facts & Issues for Consideration:

This grant will reimburse 75% of the cost of the Site Assessment Report up to a maximum grant amount of $25,000.

Department Recommendation:

Authorize staff to apply for and accept the Biogas Site Assessment Grant from the Georgia Environmental Finance Authority.

Department Director:

Linda MacGregor

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

Amount Requested:

$8500.00

Source of Funds:

Department of Water Resources Capital Projects Fund

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
PR-2017-04 Biogas Site Assessment Grant	Resolution

RESOLUTION PR-2017-04

Biogas Site Assessment Grant

WHEREAS, the City of Gainesville owns and operates a sanitary sewer system, including two advanced wastewater treatment facilities; and

WHEREAS, the wastewater treatment facilities could produce biogas with the potential for utilization rather than waste; and

WHEREAS, the Georgia Environmental Finance Authority is offering a Biogas Site Assessment Grant to provide technical assistance for wastewater treatment plants to realize their biogas potential and to understand the technical solutions available to achieve the highest and best use of these biogas resources; and

WHEREAS, this grant will reimburse 75% of the cost of the Site Assessment Report up to a maximum grant amount of $25,000; and

WHEREAS, the Site Assessment Report will be part of Master Planning projects in the Department of Water Resources' approved Capital Improvements Plan.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes staff to apply for and accept the Biogas Site Assessment Grant from the Georgia Environmental Finance Authority.

BE IT FURTHER RESOLVED THAT the monies shall be paid from the Department of Water Resources Capital Projects Fund..

BE IT FURTHER RESOLVED THAT the Mayor, City Manager and/or City Attorney are authorized to sign any and all documents that may be necessary to apply for and accept this grant.

Adopted this _____ day of _____, 2017.

_____

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

_____

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/4/2017

Presenter: Bryan Lackey

Item of Business: PR-2017-05 Wal-Mart Foundation Local Facility Giving Program

Meeting Date: 1/24/2017

Purpose of Request:

To receive approval to accept grant funding from the Wal-Mart Foundation.

History/Background:

The Wal-Mart Foundation has selected the Gainesville Police Department (GPD) to receive grant funding from their Local Facility Giving Program for law enforcement programs and educational materials.

Facts & Issues for Consideration:

GPD has needs specific to law enforcement programs and educational materials and this funding can assist with those needs.

Department Recommendation:

Acceptance of said grant funding.

Department Director:

Carol Martin

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

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
PR-2017-05 Wal-Mart Foundation Local Facility Giving Program	Resolution

RESOLUTION PR-2017-05

WAL-MART FOUNDATION
LOCAL FACILITY GIVING PROGRAM

WHEREAS, the Wal-Mart Foundation has selected the Gainesville Police Department to receive grant funding through the Local Facility Giving Program; and

WHEREAS, the Wal-Mart Foundation has indicated that the Gainesville Police Department will receive $2,000.00; and

WHEREAS, the Gainesville Police Department has needs which are related to law enforcement programs and educational materials.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the acceptance of said funds awarded by the Wal-Mart Foundation.

Adopted this _____ day of _____, 2017.

_____
C. Danny Dunagan, Jr., Mayor

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

ATTEST:

_____
Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/9/2017

Presenter: Bryan Lackey

Item of Business: BR-2017-06 Special Counsel Agreement

Meeting Date: 1/24/2017

Purpose of Request:

The Cities of Braselton, Buford, Clermont, Flowery Branch, Gainesville, Gillsville, Lula and Oakwood have collectively requested the assistance of Smith Welch Webb and White LLC, attorneys at law, to represent them in the negotiations with Hall County of a revised Service Delivery Strategy for Hall County.

History/Background:

Facts & Issues for Consideration:

In connection with the update to its Comprehensive Plans, Hall County, the City of Gainesville and the other Cities within Hall County are required to review and update the Hall County Service Delivery Strategy.

Department Recommendation:

Authorize the Mayor to sign the attached agreement.

Department Director:

Bryan Lackey

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

Yes

Amount Requested:

Source of Funds:

General Fund CIP

Finance Comments:

Administrative Comments:

$20,000 available for this project

ATTACHMENTS:

Description	Type
Special Counsel Agreement with Smith Welch Webb and White LLC	Resolution
Special Counsel Agreement	Contract/Agreement/MOU

RESOLUTION BR-2017 - ___

Smith Welch Webb & White LLC Special Counsel Agreement

WHEREAS, in connection with the update to its Comprehensive Plans, Hall County and the City of Gainesville are required to review and update if necessary, the Hall County Service Delivery Strategy; and

WHEREAS, the Cities of Braselton, Buford, Clermont, Flowery Branch, Gainesville, Gillsville, Lula and Oakwood have collectively requested the assistance of Smith Welch Webb and White LLC, attorneys at law, to represent them in the negotiations with Hall County of a revised Service Delivery Strategy for Hall County; and

WHEREAS, the City of Gainesville agrees to compensate Smith Welch Webb & White LLC for services rendered by paying the fair and reasonable value of such services and expenses.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor and the City Attorney to sign all necessary documents required to retain Smith Welch Webb & White, LLC to provide the services outlined above.

Adopted this _____ day of _____, 2017.

_____

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

_____

Denise O. Jordan, City Clerk

SMITH, WELCH WEBB & WHITE, LLC
SPECIAL COUNSEL FEE AGREEMENT

CITY OF GAINSEVILLE, GEORGIA (hereinafter, the "City") hereby employs A. J. "Buddy" Welch, Jr., Andrew J. "Andy" Welch, III, Warren M. Tillery, and the law firm of SMITH, WELCH, WEBB & WHITE, LLC., (hereinafter collectively referred to as "Special Counsel") to represent the City as Special Counsel in the following matters, including: (1) the review, and revision if necessary, of the Service Delivery Strategy; renewal and extension.

SPECIAL COUNSEL FEES

Legal services to be performed by Special Counsel, and for which the City is obligated to pay according to the terms of this fee agreement, include all those actions, which, in Special Counsel's judgment, are necessary to adequately represent the City for the above-stated purposes. Any failure of Special Counsel to bill does not waive our right to collect for expenses incurred.

The City agrees to pay to Special Counsel the following hourly rates:

Position	Rate
Senior Manager Buddy Welch	$250 per hour
Manager Andy Welch	$225 per hour
Associate Warren Tillery	$175 per hour
Other Associate Attorneys	$150 per hour
Paralegal/Secretary	$90 per hour

Additionally, five (5) percent of the monthly bill will be charged as an administrative fee. This fee will be to reimburse Special Counsel for out-of-pocket expenses such as long distance telephone call costs, copying costs, postage, fax fees, and billing expenses. Other costs such as court expenses, depositions, appraisals, expert witness fees, consultant fees, travel and trial/mediation exhibits will also be charged to the City.

Special Counsel will maintain complete and accurate records of all time spent and funds expended in the representation of the City. The City will be billed on a monthly basis with payment being due within thirty (30) days from the date of the Bill. Each City will receive a complete bill sharing all time and expenses incurred. However, the respective Cities' portion of the bills payment will be according to the percentage agreed to by the Cities as follows:

Gainesville	50%
Flowery Branch	10%
Oakwood	10%
Lula	10%
Buford	10%
Braselton	10%

The City acknowledges that Special Counsel has made no guarantees regarding successful representation, and all expressions relative thereto are matters of Special Counsel's opinion only.

RIGHT OF CLIENTS TO DISCHARGE SPECIAL COUNSEL

The City reserves the absolute right to discharge Special Counsel at any time. Should the City exercise this right, it agrees to provide Special Counsel with written notification of same and provide Special Counsel with a written explanation itemizing all reasons for discharge. Further, if the City discharges Special Counsel, the City agrees to compensate Special Counsel for services rendered (including expenses) as of the date of discharge by paying the fair and reasonable value of such services and expenses.

DUTIES OF CLIENTS

The City is obligated to: (i) disclose to Special Counsel all facts known regarding this matter with complete honesty and candor; (ii) cooperate fully with Special Counsel, follow instructions as Special Counsel may reasonably request of the City, and perform such reasonable tasks as Special Counsel may request; (iii) carefully consider the advice given by Special Counsel regarding this matter; and, (iv) maintain this document and the terms of this Agreement as confidential, with the exception of disclosure to another attorney as contemplated under Acknowledgement section of this Agreement.

DEFAULT

Should the City default in any of its obligations under this Agreement, Special Counsel has the absolute right to withdraw from representing the City, and Special Counsel's responsibility for pursuing this matter shall be terminated.

ACKNOWLEDGEMENT

The City hereby acknowledges that it has received a copy of this fee agreement and understands fully the provisions contained within it. The City acknowledges that Special Counsel has made no guarantees regarding successful representation, and all expressions relative thereto are matters of Special Counsel's opinion only.

Finally, the City acknowledges that the individual signing this Agreement has the authority to bind the City to this Agreement.

CITY OF GAINESVILLE, GEORGIA

THIS ____ DAY OF _____, 2016.

_____

Mayor, DANNY DUNAGAN

SMITH WELCH WEBB & WHITE, LLC

THIS 5th DAY OF Dec, 2016.

_____

BY: A. J. "BUDDY" WELCH, JR.
TITLE: Partner/Special Counsel

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 12/22/2016

Presenter: Danny Dunagan

Item of Business: **Second Reading: Ordinance 2017-01**
Rename Howard Road located on the East Side of State Route 365
AN ORDINANCE TO RENAME HOWARD ROAD, LOCATED ON THE EAST SIDE OF STATE ROUTE 365, TO LANIER TECH DRIVE; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Meeting Date: 1/24/2017

Purpose of Request:

The applicant is proposing to rename Howard Road located on the east side of State Route 365. The new road name is to be called Lanier Tech Drive which will primarily serve the new Lanier Tech campus currently under construction. If approved, there are two nearby undeveloped properties not owned by Lanier Tech that have a Howard Road address and will require an address change. The segment of Howard Road located west of SR 365 next to the YMCA will not be changed.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

To hold second reading on Ordinance 2017-01.

Department Director:

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

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
2017 -01 Rename Howard Road	Ordinance
Exhibit A	Attachments/Exhibits

First Reading: 01/10/2017
Passed:

AN ORDINANCE

No. 2017-01

AN ORDINANCE TO RENAME HOWARD ROAD, LOCATED ON THE EAST SIDE OF STATE ROUTE 365, TO LANIER TECH DRIVE; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION I.

Pursuant to the recommendation of the Gainesville City Council, the 0.961± acres of right-of-way known as Howard Road, located on the east side of State Route 365, shall be renamed to Lanier Tech Drive. (See Exhibit A)

SECTION II.

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

SECTION III.

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

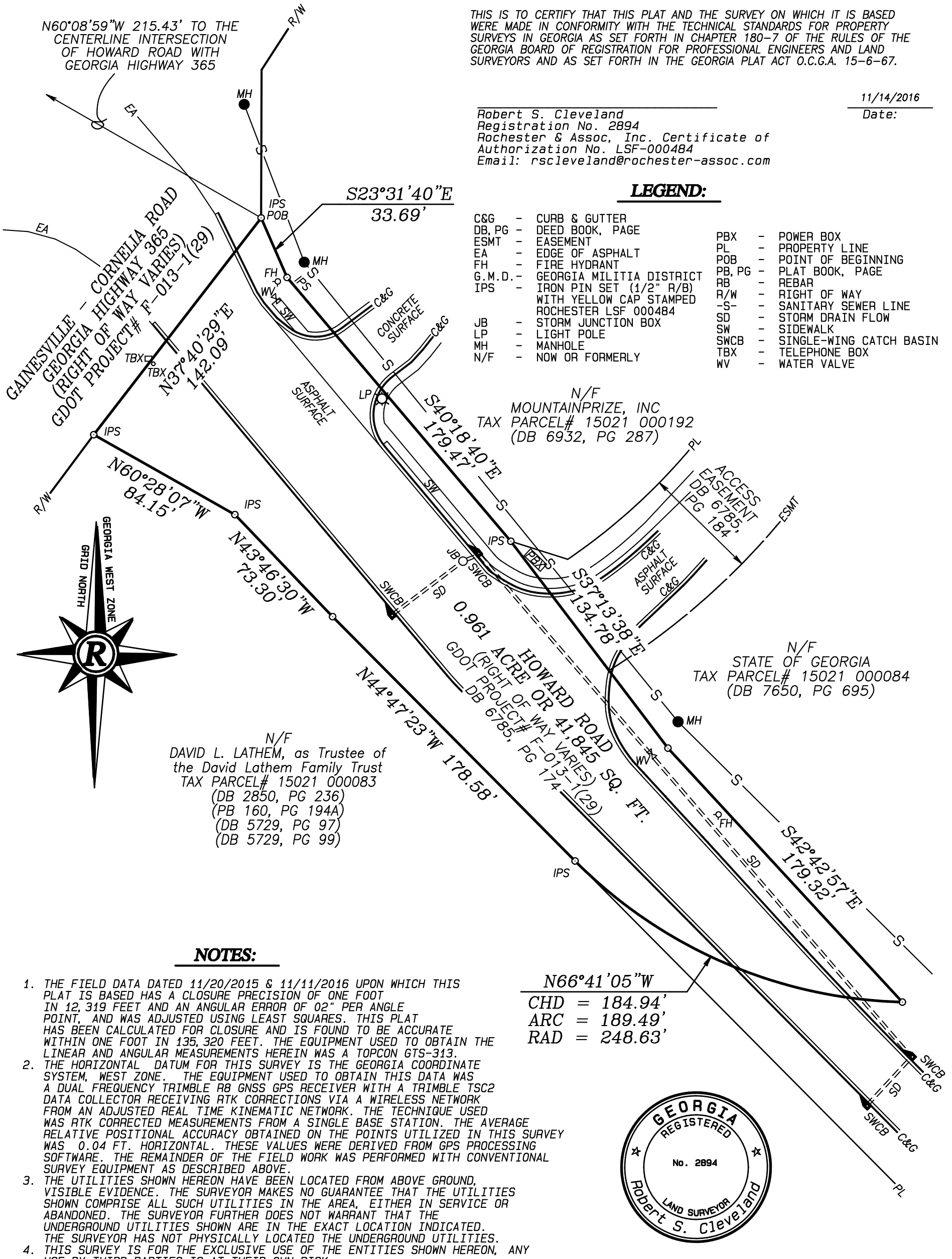
C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

EXHIBIT A



THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

11/14/2016
Date:

Robert S. Cleveland
Registration No. 2894
Rochester & Assoc, Inc. Certificate of Authorization No. LSF-000484
Email: rscleveland@rochester-assoc.com

LEGEND:

C&G	-	CURB & GUTTER
DB, PG	-	DEED BOOK, PAGE
ESMT	-	EASEMENT
EA	-	EDGE OF ASPHALT
FH	-	FIRE HYDRANT
G.M.D.	-	GEORGIA MILITIA DISTRICT
IPS	-	IRON PIN SET (1/2" R/B) WITH YELLOW CAP STAMPED ROCHESTER LSF 000484
JB	-	STORM JUNCTION BOX
LP	-	LIGHT POLE
MH	-	MANHOLE
N/F	-	NOW OR FORMERLY
PBX	-	POWER BOX
PL	-	PROPERTY LINE
POB	-	POINT OF BEGINNING
PB, PG	-	PLAT BOOK, PAGE
RB	-	REBAR
R/W	-	RIGHT OF WAY
-S-	-	SANITARY SEWER LINE
SD	-	STORM DRAIN FLOW
SW	-	SIDEWALK
SWCB	-	SINGLE-WING CATCH BASIN
TBX	-	TELEPHONE BOX
WV	-	WATER VALVE

NOTES:

1. THE FIELD DATA DATED 11/20/2015 & 11/11/2016 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 12,319 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 135,320 FEET. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN WAS A TOPCON GTS-313.
2. THE HORIZONTAL DATUM FOR THIS SURVEY IS THE GEORGIA COORDINATE SYSTEM, WEST ZONE. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE R8 GNSS GPS RECEIVER WITH A TRIMBLE TSC2 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM AN ADJUSTED REAL TIME KINEMATIC NETWORK. THE TECHNIQUE USED WAS RTK CORRECTED MEASUREMENTS FROM A SINGLE BASE STATION. THE AVERAGE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED IN THIS SURVEY WAS 0.04 FT. HORIZONTAL. THESE VALUES WERE DERIVED FROM GPS PROCESSING SOFTWARE. THE REMAINDER OF THE FIELD WORK WAS PERFORMED WITH CONVENTIONAL SURVEY EQUIPMENT AS DESCRIBED ABOVE.
3. THE UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM ABOVE GROUND, VISIBLE EVIDENCE. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
4. THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON, ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
8. THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP # 13139C0185F WITH A REVISION DATE OF SEPTEMBER 29, 2006, HALL COUNTY, GEORGIA.

GEORGIA REGISTERED No. 2894 LAND SURVEYOR Robert S. Cleveland

SHEET	OF
1	1

DATE: 11/14/2016
SCALE: 1" = 50'
FILE# G215108.LTC
JOB# .RW
DRAWN BY RSC

RIGHT-OF-WAY EXHIBIT FOR:

TECHNICAL COLLEGE SYSTEM OF GEORGIA

LOCATED IN
G.M.D. 411,
THE CITY OF GAINESVILLE,
HALL COUNTY, GEORGIA

Rochester & Associates, Inc.
425 Oak Street N.W. ø Gainesville, Georgia 30501
(770)718.0600 www.rochester-assoc.com

GRAPHIC SCALE
0 ' 50' 100' 150'