AGENDA

Gainesville Mayor/Council Meeting
Tuesday, February 21, 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:

PRESENTATION(S):

A. State of the City Address

B. Fire Department 2016 Life Saving Awards

C. City Manager's Office Georgia Certified Clerk

D. Post-Employment Service Recognition

E. Police Department Valor Award - Michael Hand

F. Police Department Employee of the Year 2016 - Jason Pierce

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Minutes

A. January 19, 2017 Work Session

Resolutions

A. BR-2017-07 General Banking

B. BR-2017-08 Transfer Portion of Airport Industrial Park A-5 Ground Lease and Sale of Property at 1080 Airport Parkway

C. BR-2017-09 Transfer of Urban Redevelopment Property to Gainesville Housing Authority

D. PR-2017-06 Accept FAA-GDOT Grant for Runway Improvement Project, Award of Contract, and the Airport Layout Plan

E. PR-2017-07 Authorization to Apply for and Accept an ARC Economic Development Grant - Airport Terminal

F. PR-2017-08 Authorization to Apply for and Accept an ARC Economic Development Grant - Downtown Wireless Hot Zone

ANNEXATION/ZONING:

A. **Second Reading: Ordinance 2017-02**
Amend Unified Land Development Code - Sign Regulations
AN ORDINANCE TO AMEND TITLE 9 ENTITLED "UNIFIED LAND DEVELOPMENT CODE" OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE, GEORGIA; TO AMEND ARTICLE 9-18 ENTITLED "SIGN REGULATIONS" BY ELIMINATING IT IN ITS ENTIRETY AND SUBSTITUTING IN ITS PLACE THE LANGUAGE SET FORTH BELOW; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

B. **Second Reading: Ordinance 2017-03**
Rename Touchdown Drive to Deshaun Watson Way
AN ORDINANCE TO RENAME TOUCHDOWN DRIVE, LOCATED BETWEEN PEARL NIX PARKWAY AND CENTURY PLACE, TO DESHAUN WATSON WAY; 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: Thursday, February 16, 2017, 5:35 PM
Revised: Tuesday, February 21, 2017, 12:30 PM

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/27/2017

Presenter: Danny Dunagan

Item of Business: State of the City Address

Meeting Date: 2/21/2017

Purpose of Request:

Mayor Dunagan will report on City Accomplishments from 2016 and Plans for 2017.

History/Background:

This is an annual address by the Mayor of the City of Gainesville to the citizens of Gainesville.

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

Catiel Felts

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
2017 State of the City Address	Presentation
State of the City Presentation	Powerpoint Presentation
State of the City Handout	Backup Material

State of the City Address

I would like to welcome everyone to tonight's meeting. On behalf of the Gainesville City Council it is my pleasure to present the State of the City Address.

City of Gainesville finances are strong. We are very fortunate to have diversified sources of revenue. Our conservative approach to budgeting and Revenue forecasting has allowed us to direct the slight increases in revenue to our Capital Program for much needed engineering and construction projects that were placed on hold during and just after the Great Recession.

Since 2012, we have refinanced a number of Water and Sewer bonds. The City's strong credit rating contributed to low interest rates and produced more than $8 million dollars in interest savings for the Citizens over the remaining life of these bonds.

Software enhancements have been made to better serve citizens and businesses with online financial services. The major change has been in the property tax area.

New development and redevelopment within our community continues to grow the tax digest. Sales tax revenues are at historic highs. These revenues have been earmarked for public safety improvements, traffic improvements, storm water control, a youth sports complex and a renovated Sr. Life Center.

Industry growth continues to be diverse, including equipment manufacturing, plastics, food, pharmaceuticals and craftsman-like millwork.

Twelve new and expanded industries have announced 370 new jobs and more than $74 million in new capital investment in the City of Gainesville in the past year.

As 2017 gets underway we are on the verge of completing a number of projects that will have a positive impact on our City and help us prepare for the growth projected in the latest Census report.

Let's take a closer look at these projects starting with our Public Works Department. As part of our Transportation Master Plan we are working on the design of the Oak Tree Drive/Thompson Bridge Connector to move traffic off Green Street and E. E. Butler. After learning what was under Green Street, Public Works is now working with a design consultant and stakeholders in the

community on options for improving traffic along Gainesville's most historic street.

Public Works crews resurfaced almost seven miles and swept 43 hundred miles of city streets and removed 940 tons of leaves. One of our most exciting projects is the implementation of a new control center in the City administration building equipped with an Intelligent Transportation System that will link all City traffic signals through a fiber connection and provide coordination for improved traffic flow. City traffic signals can be monitored 24-7.

Recognizing the importance of city entryways Public Works completed Phase I of landscape installation at Exit 20 off I-985. Other beautification efforts will include streetscape improvements on Washington and Bradford Streets around the Square and upgraded pedestrian crosswalks on Jesse Jewell and E .E. Butler in the area now referred to as the "Moat" a recommendation from our Downtown Strategic Plan.

Public Works is also working on the design and installation of a Memorial Garden and monument to honor more than eleven hundred people buried in the free grounds section of Alta Vista Cemetery.

The Gainesville Police Department received re-accreditation for the 8th time. Our Police work harder each year to meet the hundreds of standards set forth by the Commission on Accreditation for Law Enforcement Agencies. Efforts to reduce crashes and distracted driving resulted in a first place finish for the Gainesville Police Department in the Governor's Office of Highway Safety Challenge in their division. They also received the Speed Award for their efforts to slow motorists. The community is getting a closer look at Gainesville PD through quarterly meetings with area Clergy and the creation of the Police Explorer group for teenagers between the ages of 14 and 21 who are interested in a career in law enforcement.

Under the Community Service Center 105,000 meals were served through Meals on Wheels and the Senior Center, but an even greater example of service is that of Meals on Wheels volunteer **Jack Bell** who is in the audience today. Mr. Bell was delivering meals January 11 when he found a client on the floor who had suffered a stroke. The client's family has expressed their gratitude for a program like Meals on Wheels that is about so much more than a hot meal.

Hopefully by now you've seen the incredible artwork at some of our Bus Shelters. This Art Project was completed in partnership with the Vision 2030 Art committee.

The Gainesville Fire Department ended 2016 with more than 84 hundred calls for service. The Fire Department placed a LUCAS Chest Compression System device at all four stations ensuring rapid lifesaving equipment is readily available to cover all areas of the City and that's just what happened on February 5th of last year. Gainesville native **Don Brewer** was walking in his neighborhood of Longstreet Hills when bystanders saw him fall to the ground. They immediately began CPR and called 911. Firefighters responded where they found Mr. Brewer without a pulse. They applied the AED and LUCAS device and saved his life. Mr. Brewer is in the audience with us today along with the firefighters who came to his rescue.

In March of last year fire fighters conducted a smoke alarm blitz in the Newtown area walking door to door installing smoke alarms, carbon monoxide alarms and replacing batteries. In October, 13 members of the department were deployed with the Georgia Search and Rescue team to assist citizens affected by Hurricane Matthew.

2016 will be remembered as another year of record development activity in Gainesville. Our Community Development Department issued more than 22 hundred building permits which equates to more than 12 thousand inspections.

New home starts are up 7% from a year ago with 431 new home permits issued compared to one in 2010. Mundy Mill and Cresswind continue to be the number one selling residential community and active adult community in all of metro Atlanta. Further build out continues at Northlake Square and New Holland Market and a 4-story Holiday Inn Express hotel is under construction on Dawsonville Highway.

The look of Midtown Gainesville will change drastically this year with the redevelopment of Atlanta Street Apartments and the demolition of the Jail on Main Street. We are also working with two local developers on potential new housing projects in this area. And the connection between Midtown and Downtown will become more obvious once the Midtown Streetscaping project begins this summer.

In just a few weeks we will receive proposals for the purchase and development of two large lots in our downtown area fronting Jesse Jewell Parkway. The City's vision for the property is in keeping with the recommendations of the Downtown

Strategic Plan released last summer; residentially focused, pedestrian friendly, and something that will enhance our thriving downtown.

Our Water Resources Department operates the second largest water system by geographic area in Georgia serving over 50,000 water customers and 10,000 wastewater customers. I'm sure some of you have noticed the improvements at Riverside Water Treatment Plant. We are constructing a new water quality building and rehabbing the concrete structures built in the 1950's.

Water resources brought home awards this year for the Band Along Trash Trap project on Flat Creek in partnership with Hall County. Two other award recipients are in the audience today. **Belinda Folkes**, Assistant Plant Manager of Riverside won the Elizabeth McEntire Award and **Kelli Cranford** won the Customer Service Award from the Ga. Association of Water Professionals. We could not operate this large of a utility without employees like Belinda and Kelli.

The next group I would like to highlight is the Gainesville Parks and Recreation agency. The impact they have on Gainesville can best be described as priceless, but tracking their programs, events, and venues the impact is around 16 million dollars, 4 times their annual investment. In 2016 more than 750 thousand people visited our parks and facilities. Renovations were completed at Wessell Park and Cabble Field and fourteen miles of Blueways formed the Gainesville Upper Lanier Water Trail. More than 15 hundred children participated in youth sports and Pickleball became the latest buzzword.

The Parks and Recreation Annual Report shows the impact this agency has on our community. Other evidence of their impact is in the story I want to share with you about **Cheryl Thigpin** who is in the audience with us tonight. Cheryl has lived with multiple sclerosis for 30 years and has spent the last 8 or 9 years in a wheelchair. Cheryl learned about the water therapy classes and the handicapped accessible wheelchair ramp offered at Frances Meadows Aquatic Center and the rest, as they say, is history. Cheryl credits Jan Nance and Becky Simon, two of the instructors at Frances Meadows, for giving her a new lease on life. I'd like to thank Jan and Becky who are also in the audience for their work at Frances Meadows.

Our Administrative Services Department is busy implementing recommendations from an I. T. Master Plan to increase technology security and make city operations more efficient. Our Human Resources Division is in the process of going paperless through an Applicant Track Program, a Records Management program, and new Payroll software. The days of being handed a paper check are over!

The City Clerk's office reduced paper usage by more than 100 thousand sheets of paper which equates to saving 12 trees!

The Chattahoochee Golf Course welcomed more than 27 thousand rounds of golf (an increase of 36 hundred rounds over the prior year). They also renovated restrooms, and made the clubhouse handicapped accessible. And, just before the end of last year they received a new fleet of State-of-the-Art fuel injected Yamaha Golf Carts.

Downtown Gainesville continues to thrive under our Main Street Gainesville program and some very active downtown merchants. More than 100 thousand people visited the square last year. Business owners confirm sales increase by more than 40% before and during an event. Private investment in downtown came in just under 3 million dollars in 2016. Tourism is big business in our community generating 9 million dollars in tax revenue in 2015. This resulted in a savings of $338 for each taxpayer.

Lake Lanier Olympic Park plays a significant role when it comes to tourism reporting an economic impact of more than 11 million dollars in the past 3 years. This Olympic legacy facility hosted numerous events in 2016 including the Olympic Qualifier Pan Am Games and now they're planning for the Dragon Boat World Championships in 2018.

The signs of Gainesville's success are everywhere, especially in the people I've mentioned here tonight. I can comfortably say everyone in this audience has contributed in one way or another to our success.

In closing, I want to thank the Citizens of Gainesville for allowing me to serve as your Mayor. I want to thank this City Council for working so well together for the betterment of our community and I want to thank our City Manager Bryan Lackey and his entire staff for their daily commitment to excellence.

Gainesville, Georgia
Since 1821

CITY OF GAINESVILLE City Manager's Office CITY OF GAINESVILLE Chattahoochee Golf Course CITY OF GAINESVILLE Community Service Center CITY OF GAINESVILLE Planning and Development CITY OF GAINESVILLE Parks and Recreation CITY OF GAINESVILLE Police Department CITY OF GAINESVILLE Fire Department CITY OF GAINESVILLE Communication and Tourism CITY OF GAINESVILLE Public Utilities CITY OF GAINESVILLE Public Works CITY OF GAINESVILLE Human Resources
GAINESVILLE CITY HALL
THIS FLAME OF FREEDOM IS DEDICATED TO ALL VETERANS
CITY OF GAINESVILLE City Manager's Office CITY OF GAINESVILLE Chattahoochee Golf Course CITY OF GAINESVILLE Community Service Center CITY OF GAINESVILLE Planning and Development CITY OF GAINESVILLE Parks and Recreation CITY OF GAINESVILLE Police Department CITY OF GAINESVILLE Fire Department CITY OF GAINESVILLE Communication and Tourism CITY OF GAINESVILLE Public Utilities CITY OF GAINESVILLE Public Works CITY OF GAINESVILLE Human Resources

FIRE STATION NO. 2

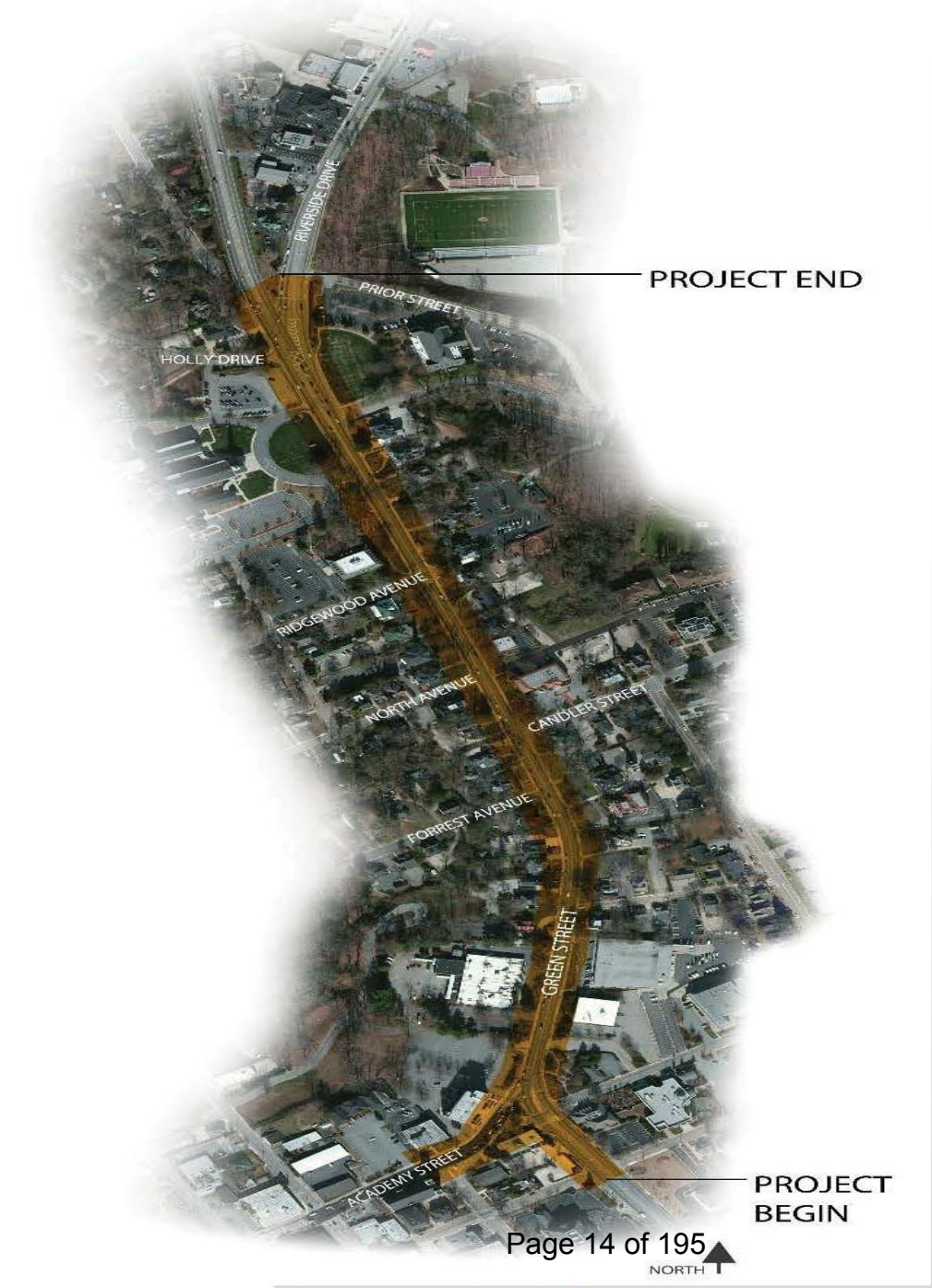
STOP

Gainesville, Georgia
PUBLIC WORKS
4786
44
Gainesville
Looks
Good
Outfoot

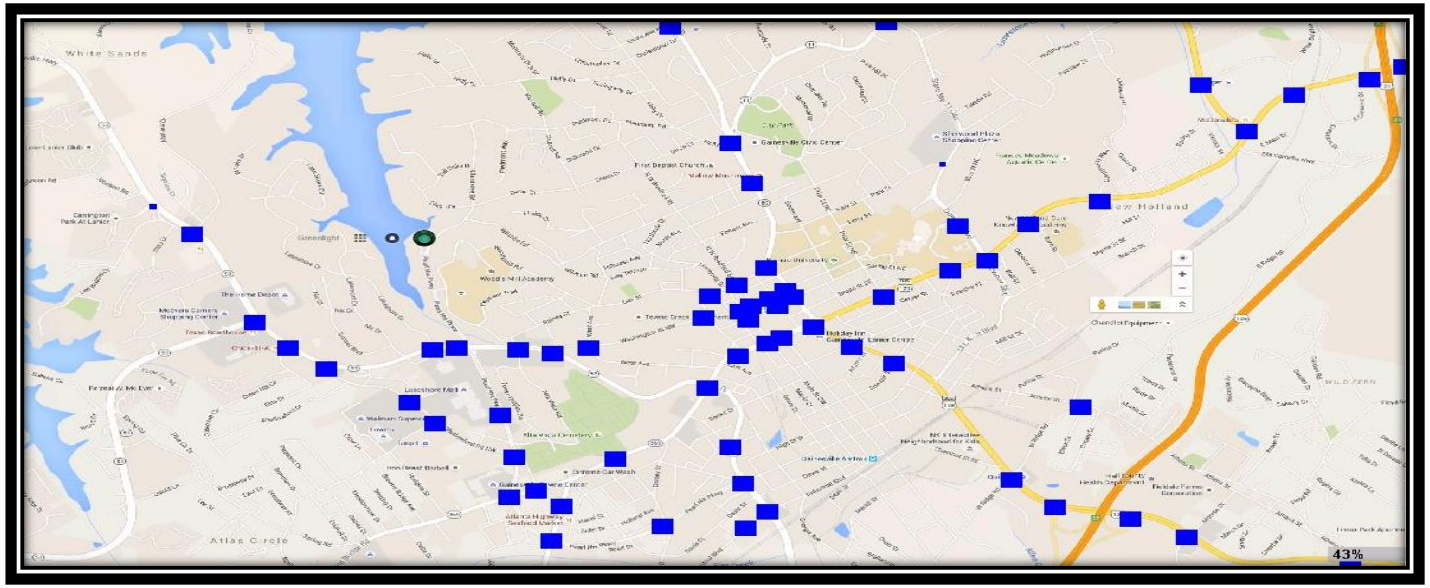
CAUTION

Thompson Bridge Rd. / HWY 60
Oak Tree Dr.
Alpine St.
Riverside Terrace
Riverside Dr.
Google

Thompson Bridge Rd. / HWY 60
SR 60 CONN.
Alpine St.
Riverside Terrace
Riverside Dr.
Google


PROJECT END
RIVERSIDE DRIVE
PRIOR STREET
HOLLY DRIVE
RIDGEWOOD AVENUE
NORTH AVENUE
CANDLER STREET
FORREST AVENUE
GREEN STREET
ACADEMY STREET
PROJECT BEGIN
NORTH

SPEED LIMIT
30


White Sands
New Holland
Atlas Circle
43%

Grid 1
1 Jewell Butler EB
Jewell-Prior EB
12 Jewell-Downey EB
Camera 19 Jewell at Bradford EB
Camera 20 Jewell @ W Academy EB
2 Jewell-Butler WB
10 Jewell-Wisteria WB
14 Jewell-Downey WB
Camera 17 Jewell At Bradford WB
Camera 22 Jewell @ W Academy WB
5 Jewell-Prior SB
11 Jewell-Wisteria SB
13 Jewell-Downey SB
Camera 18 Jewell at Bradford SB
Camera 24 Jewell at Queen City
4 Jewell-Butler NB
5 Jewell-Prior NB
11 Jewell-Wisteria NB
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16 Jewell @ Bradford NB
Camera 26 Jewell @ Queen City
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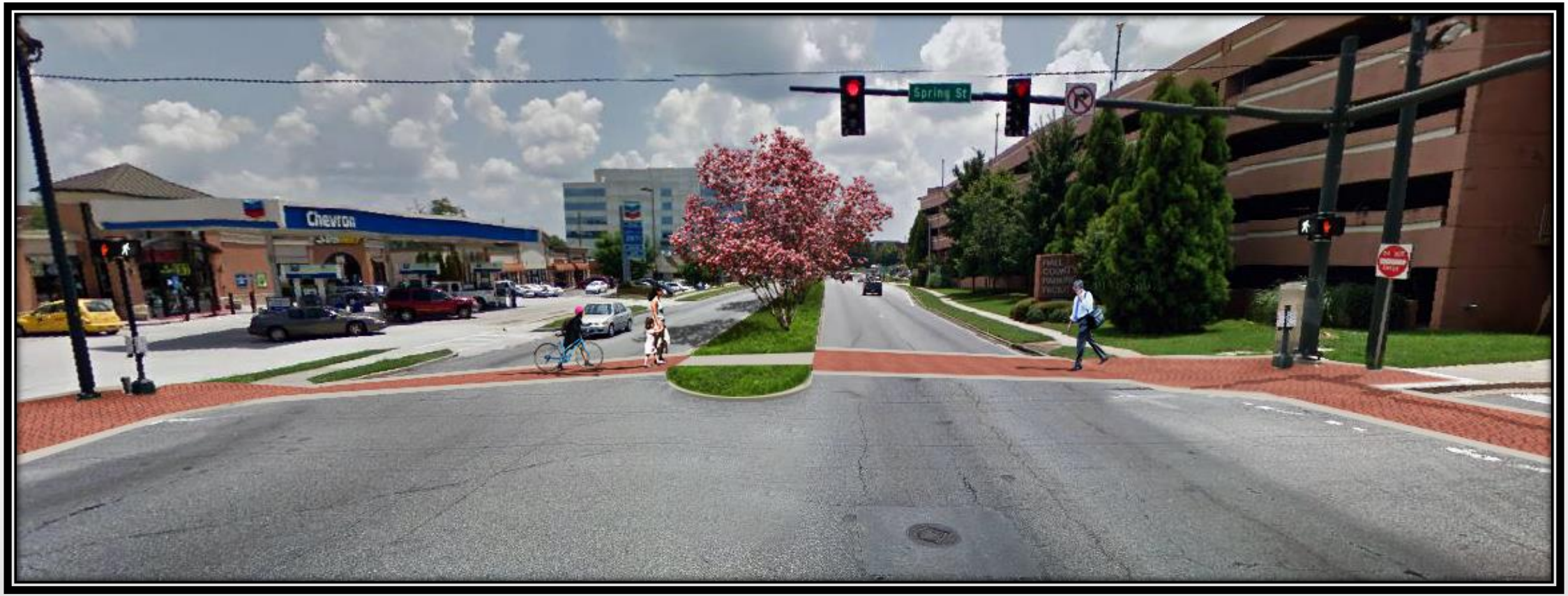
1/26/2017


Spring St
Chevron

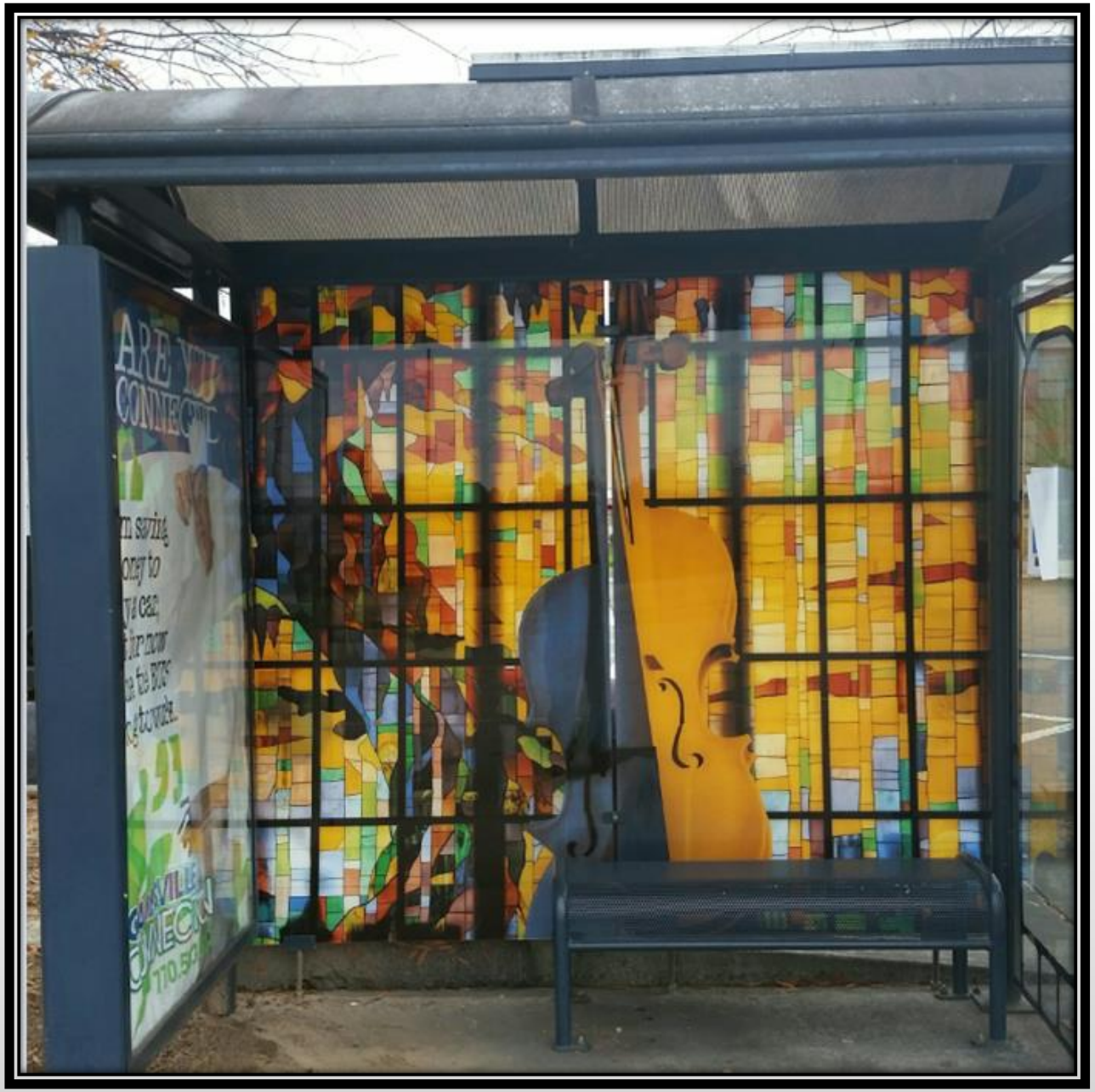
108

GAINESVILLE POLICE DEPARTMENT
OFFICER
CITY OF GAINESVILLE
STATE OF
CONSTITUTION
JUSTICE
GEORGIA
POLICE
ESTABLISHED 1873

The Melting Pot
a fondue restaurant
FRIDAYS
2 HOUR PARKING MON-THURS
NO PARKING FRI-SUN 9AM - 2AM
SKI WORLD
KIDS & ADULTS
GLOVES
TOBOGGANS
SKI PANTS
BIBS
SCARVES
SLEDS
HENNA TATTOOS
POST 297

COMMUNITY SERVICE CENT
Coupons
SmartSource.com

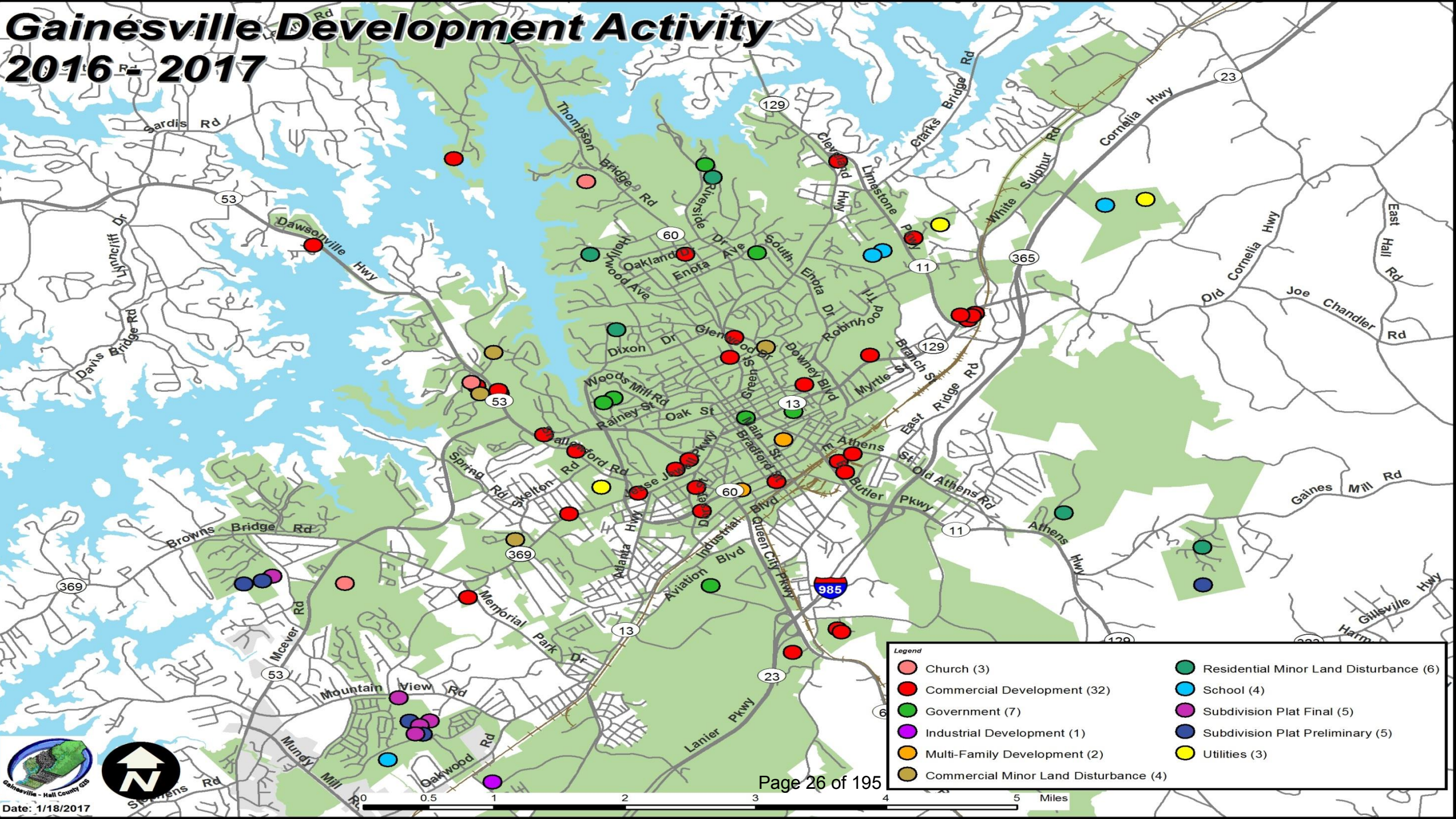
TRADITIONS
MEAL SOLUTIONS


ARE YOU
CONNECTED

ISO CLASS 1
FIRE
DEPT
EST. 1876
GAINESVILLE
GA

LUCAS 2

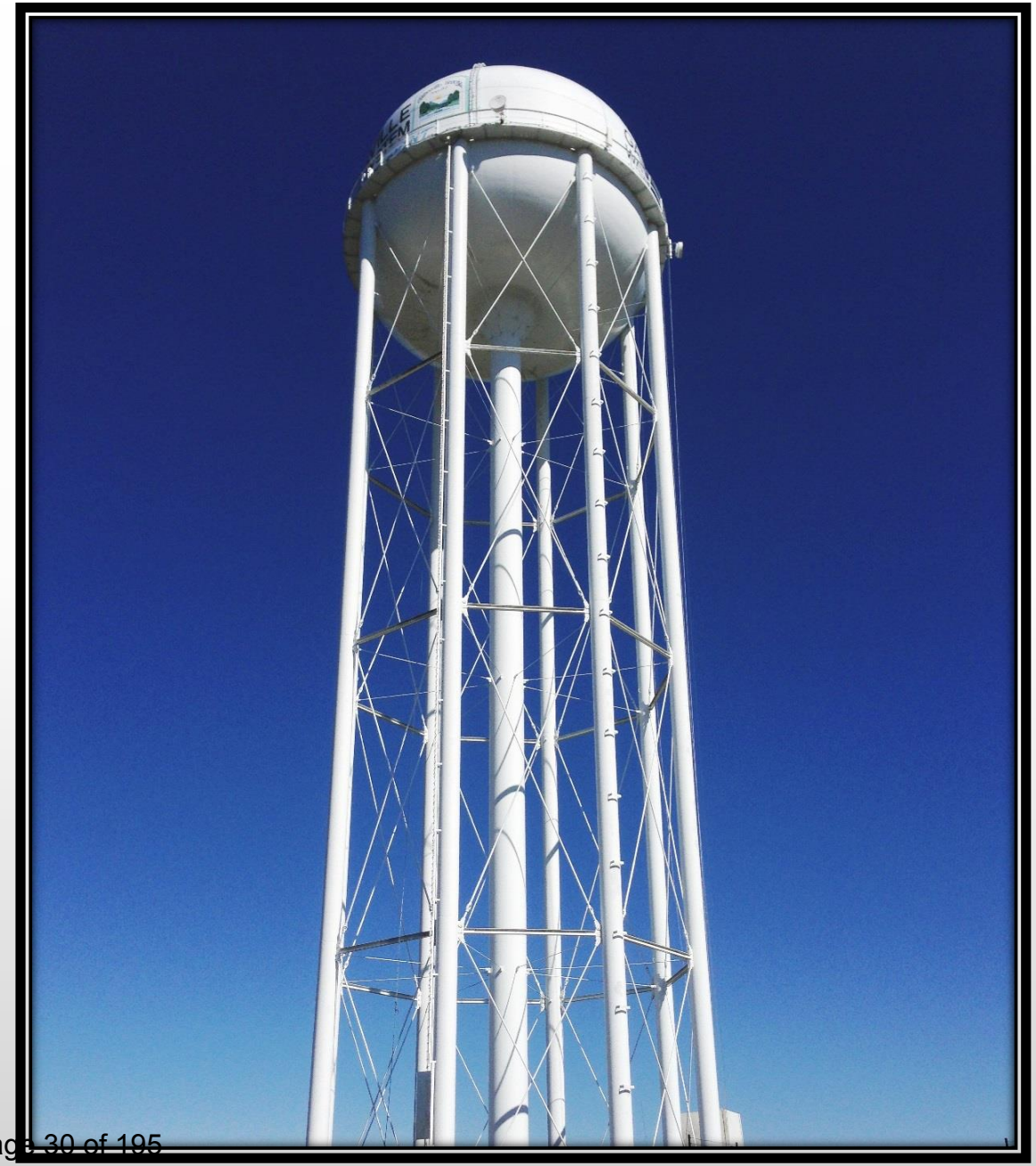
Gainesville Development Activity 2016 - 2017



Walton Summit

Jail Site Concept

WILD WING Cafe
Slack Auto Parts
MACHINE
STOP



Gainesville Parks & Recreation

① BALLFIELD COMPLEX

* 6 FIELDS TERRACED AT DIFFERENT LEVELS
* UPPER AREA WITH CONCESSION/RESTROOMS
* LOWER AREA WITH RESTROOMS
* INTERNAL PARK SPACE WITH BATTING CAGES, PAVILIONS, & PLAYGROUND

② SHARED PARKING

* PARKING FOR APPROX. 700
* BUILD PORTIONS OF PARKING WITH EA. PHASE

③ PAVILION/PLAYGROUND

*LARGE COMMUNITY PLAYGROUND
* LARGE PICNIC PAVILION
* RESTROOMS
* OPEN PLAY LAWN
* PARKING FOR 80

④ MAINTENANCE

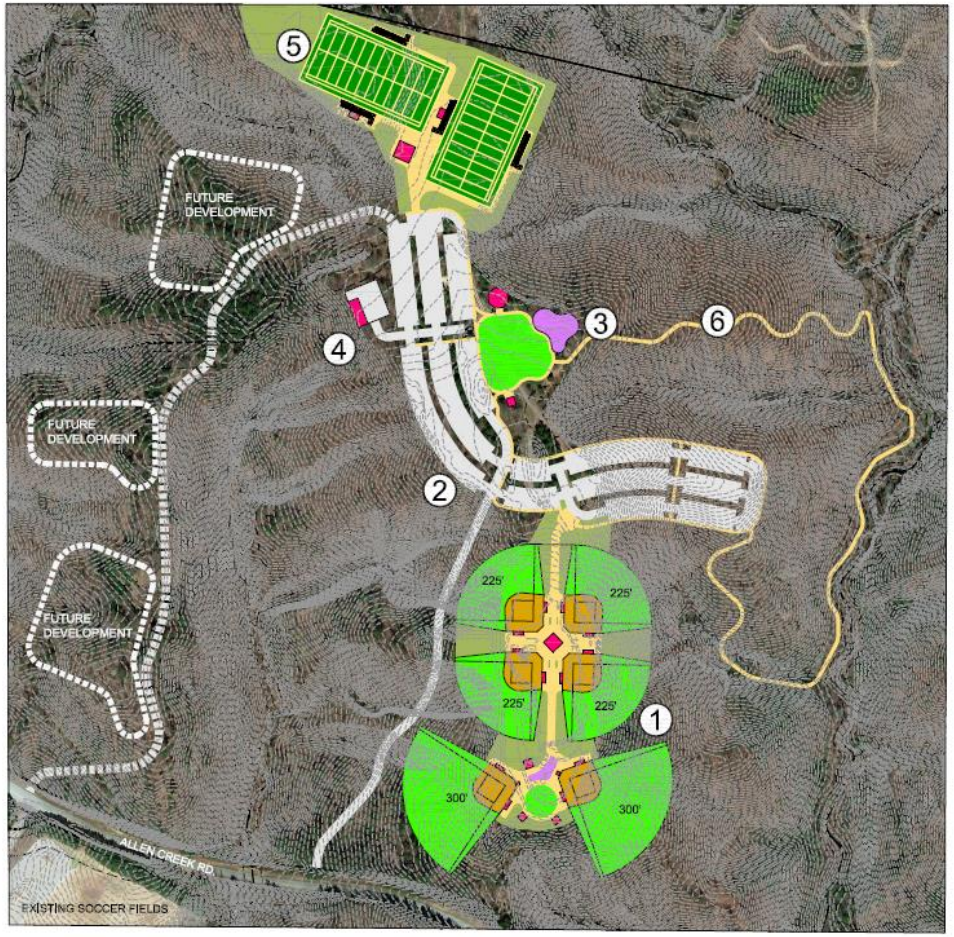
* METAL GARAGE WITH ROLL UP DOORS
* SMALL OFFICE AND RESTROOMS
* FENCED AND PAVED COMPOUND

⑤ MULTI-PURPOSE FIELDS

* 2 FOOTBALL/SOCCER/LACROSSE FIELDS
* ARTIFICIAL TURF FOR YEAR ROUND PLAY
* PRESSBOXES AND BLEACHERS
* CONCESSION/RESTROOMS
* SPACE IS AVAILABLE OUTSIDE FENCED AREAS FOR ADDITIONAL PRACTICE SPACE IF NEEDED

⑥ TRAILS

*HARD SURFACE AND SOFT SURFACE TRAIL NETWORKS



SCALE: 1"=120'
JUNE 2014

CONCEPT PLAN

ALLEN CREEK PARK EXPANSION

GAINESVILLE, GEORGIA

LOSE & ASSOCIATES, INC.

LAKE LANIER
OLYMPIC PARK
A 1996 Centennial Olympic Games Legacy Venue

8

Main Street Gainesville

tv 7 THE GOVERNMENT CHANNEL

Gainesville, Ga. est. 1821

BEACH BASH

Main Street Gainesville
www.downtowngainesville.com

Gainesville, Ga.
est. 1821

BULLDOGS

Gainesville, Georgia
Since 1821

KUDOS!

A Memorial Garden honoring more than 1,100 buried in the free grounds section of Alta Vista Cemetery will be dedicated this fall.

KUDOS!

Twelve new and expanded industries announced 370 new jobs and more than $74,000,000 in new capital investment in Gainesville.

KUDOS!

Public Works crews swept 4,300 miles of streets.

KUDOS!

72,000 people are on Facebook within two miles of the downtown square!

KUDOS!

The City Clerk's office reduced paper usage by 100,772 sheets which equates to saving twelve trees!

KUDOS!

Gainesville employees donated $8,695 to co-workers in need.

KUDOS!

The Gainesville Fire Department raised over $12,000 for burn injury victims.

KUDOS!

Gainesville will host the Georgia Trust for Historic Preservation Spring Ramble on April 29, 2017.

KUDOS!

Public Transportation provided 226,000 rides!

Gainesville Looks Good On You! | 770.535.6860 | www.gainesville.org | GainesvilleGeorgiaGovernment

C. Danny Dunagan, Jr.
Mayor

STATE OF THE CITY 2017

Dear Citizens,

It is my pleasure to serve as your Mayor. Your City Council and City staff are working harder than ever to ensure you have a community of which you can be proud. One of my goals since 2012 has been to make sure Gainesville remains financially sound. I am pleased to report more than $8,000,000 has been saved through the refinancing of water and sewer bonds. New development and redevelopment within our community continues to grow the tax digest and sales tax revenues are at historic highs. These revenues have been earmarked for public safety and traffic improvements, storm water control, a youth sports complex and a renovated Senior Life Center.

As you will see in this State of the City report, we are working daily to continue our legacy of being a full service city. We are on the verge of completing a number of projects that will have a positive impact on Gainesville and we look forward to their completion. Thank you for allowing us to serve you.

C. Danny Dunagan Jr.

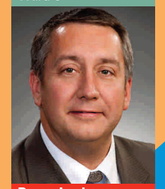
Sam Couvillon
Ward 1

Zack Thompson
Ward 2

Barbara B. Brooks
Ward 3

George Wangemann
Ward 4

Ruth H. Bruner
Ward 5



Bryan Lackey
City Manager

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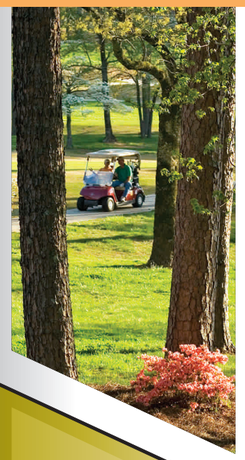
Community Service Center

Under the Community Service Center 105,000 meals were served through Meals on Wheels and the Senior Life Center. In July, Hall Area Transit will begin implementation of a 5-year transit development plan. By now you've seen the incredible artwork at some of our Bus Shelters. This Art Project was completed in partnership with the Vision 2030 Art Committee. And, the long awaited renovation of the Senior Life Center will begin in May, a project of the Special Purpose Local Option Sales Tax.

Police

The Gainesville Police Department received re-accreditation for the eighth time. Our Police work harder each year to meet the hundreds of standards set forth by the Commission on Accreditation for Law Enforcement Agencies. Efforts to reduce crashes and distracted driving resulted in a first place finish for the Gainesville Police Department in the Governor's Office of Highway Safety Challenge in their division. They also received the Speed Award for their efforts to slow motorists. The community is getting a closer look at the police through quarterly meetings with area Clergy and the creation of the Police Explorer group for teenagers between the ages of 14 and 21 who are interested in a career in law enforcement.



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Community Development

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The look of Midtown Gainesville will change drastically this year with the redevelopment of Atlanta Street Apartments as Walton Summit and the demolition of the jail on Main Street. And, the connection between Midtown and Downtown will become more obvious once the Midtown Streetscaping project begins this summer.

Parks and Recreation

The impact Parks and Recreation has on our City can best be described as priceless, but tracking their programs, events, and venues the impact is around $16,000,000, four times their annual investment. Last year, fourteen miles of Blueways formed the Gainesville Upper Lanier Water Trail, a partnership project between Gainesville Parks and Greenways and the National Park Service. More than 1,500 children participated in youth sports, and Pickleball became the latest buzzword. And work is underway on the highly anticipated Youth Sports Complex. Phase I will include six baseball fields, concessions, batting cages, and parking.

Water Resources

Gainesville operates the second largest water system by geographic area in Georgia serving over 50,000 water customers and almost 10,000 wastewater customers. Several upgrades are underway at Riverside Water Treatment Plant including the construction of a water quality building and rehabbing concrete structures built in the 1950's. Water resources brought home awards this year for the Band Along Trash Trap project on Flat Creek.

Communications and Tourism

Tourism is economic impact. The latest numbers from the State of Georgia indicate tourism generated $9,100,000 in local tax revenues and saved each taxpayer in Gainesville-Hall County a total of $338.00. Downtown Gainesville continues to thrive under our Main Street Gainesville program and some very active downtown merchants. More than 100,000 people visited the square last year. Business increased more than 40% before and during each event. And private investment in downtown came in just under $3,000,000.

Golf Course

The Chattahoochee Golf Course welcomed more than 27,000 rounds of golf, renovated restrooms, and made the clubhouse handicapped accessible in 2016. The newest addition at the golf course is a fleet of State-of-the-Art fuel injected Yamaha Golf Carts equipped with "quiet-tech" technology. These new carts will make the walkers want to ride!

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 2/16/2017

Presenter: Keith Smith

Item of Business: Fire Department 2016 Life Saving Awards

Meeting Date: 2/21/2017

Purpose of Request:

The Gainesville Fire Department would like to present the following award:

2016 Life Saving Award to:

Firefighter Chad Cooper and Firefighter Palmer Loggins

History/Background:

Both of these personnel were selected for the outstanding work they demonstrated.

Facts & Issues for Consideration:

The Gainesville Fire Department feels that these two personnel deserve recognition for their efforts in saving the life of a Gainesville resident.

Department Recommendation:

We recommend recognition of these two personnel.

Department Director:

Jerome Yarbrough

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

N/A

Amount Requested:

0

Source of Funds:

N/A

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Certificate for Chad Cooper	Backup Material

GAINESVILLE FIRE DEPARTMENT

City of Gainesville

FFI/EMT Chad Cooper

HAS BEEN CHOSEN AS THE RECIPIENT OF THE

Life Saving Award

The Life Saving Award is awarded to Firefighters for performance, above and beyond, the call of duty at extreme personal risk and having been instrumental in rescuing and saving another person's life.

Fire Chief
Jerome Yarbrough
Gainesville Fire Department

2 / 10 / 17
Date

GAINESVILLE FIRE DEPARTMENT

City of Gainesville

FFII/EMT Palmer Loggins

HAS BEEN CHOSEN AS THE RECIPIENT OF THE

Life Saving Award

The Life Saving Award is awarded to Firefighters for performance, above and beyond, the call of duty at extreme personal risk and having been instrumental in rescuing and saving another person's life.

Fire Chief
Jerome Yarbrough
Gainesville Fire Department

2/10/17
Date

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 2/16/2017

Presenter: Denise Jordan / Karen Jordan

Item of Business: City Manager's Office Georgia Certified Clerk

Meeting Date: 2/21/2017

Purpose of Request:

The purpose of this request is to recognize Deputy City Clerk Alisa Grayson for being designated as a Georgia Certified Clerk.

History/Background:

The Georgia Clerks Education Program is administered by the University of Georgia's Carl Vinson Institute of Government. The program consist of 101 hours of instruction in public administration. To receive the designation of Georgia Certified Clerk, one must (1) successfully complete courses and written assessments that apply knowledge to practical local government situations and (2) serve at least two years in a local government administrative position.

Facts & Issues for Consideration:

Alisa Grayson was recognized earlier this month as a newly certified clerk.

Department Recommendation:

Department Director:

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Newly Certified Clerks	Backup Material

CONGRATULATIONS!

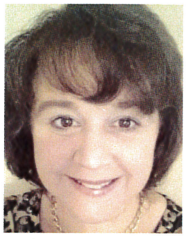
NEWLY CERTIFIED CLERKS

Vicki L. Acker
City of Douglasville

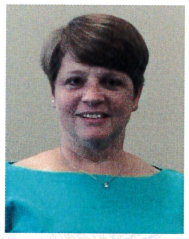
Jennifer Adkins
City of Locust Grove

Vickie Bunn
City of Ellenton

Blanca Cardona
Whitfield County


Harriett Clary
City of Jesup

Alisa Doyal
City of Villa Rica


Cristina Evans
City of Fitzgerald

Alisa Grayson
City of Gainesville

Amy S. Hitt
Pierce County

Stephanie D. Johnson
Effingham County

Melissa Lawson
Colquitt County

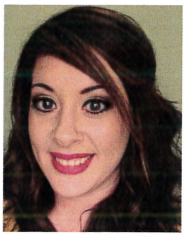
Heather Livingston
City of McRae-Helena

Stacey R. Mullen
City of Oxford

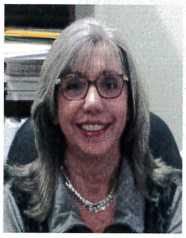
Melissa Liset Penate
City of Lilburn

Diane Proudfoot
City of Bloomingdale

Megan Reid
City of Porterdale


Ashley Roberson
City of Gray

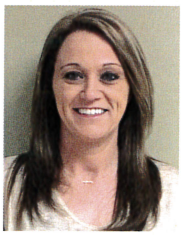
Margaret D. Shelley
City of Vienna


Glenda J. Smith
City of Clarkesville

Crystal Ward
Habersham County

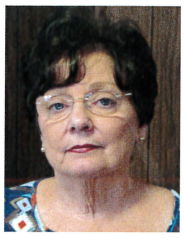
Melissa Witcher
Lumpkin County

INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS (IIMC) CERTIFIED MUNICIPAL CLERKS (CMC)


Hope B. Amador
City of Norman Park

Audra M. Gutierrez
City of Covington

MASTERS' EDUCATION MANAGEMENT DEVELOPMENT PROGRAM GRADUATES


Brenda Cross
City of Camilla

Linda O'Shaughnessy
City of Kingsland

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/19/2017

Presenter: Danny Dunagan

Item of Business: Post-Employment Service Recognition

Meeting Date: 2/21/2017

Purpose of Request:

To recognize the following retirees for their service:
1. Lynne Randolph (Police) 33 years, 4 months, 22 days
2. Frank Hood (Public Works) 31 years, 8 months, 27 days
3. Betty J. Rider (Human Resources) 24 years, 2 months
4. Michael West (Water Resources) 21 years, 4 months, 2 days

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

Janeann Allison

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

N/A

Amount Requested:

Source of Funds:

General Fund, i.e., Mayor/Council Budget

Finance Comments:

Administrative Comments:

Funding is included through the annual budget process.

ATTACHMENTS:

Description	Type
Retiree Statistical Sheet	Backup Material
Lynne Randolph - Testimonial	Backup Material
Frank Hood - Testimonial	Backup Material
Betty J. Rider - Testimonial	Backup Material

The City of Gainesville
Retired Employees

Lynne Randolph **Police**	**33 years, 4 months, 22 days** **8/8/1983 – 12/30/2016**
Frank Hood **Public Works**	**31 years, 8 months, 27 days** **1/3/1985 – 9/30/2016**
Betty J. Rider **Human Resources**	**24 years, 2 months** **8/28/1992 – 10/28/2016**
Michael West **Water Resources**	**21 years, 4 months, 2 days** **8/28/1995 – 12/30/2016**

Total Accumulated Service: 110 years, 7 months and 20 days

Lynne Randolph

***Your retirement**, after 33 years, 4 months and 22 days of service to the Gainesville City Government, is an occasion which fully merits a formal and sincere expression of the appreciation for the sterling qualities of mind and spirit which have been reflected in your devotion to the citizens of our City.*

***As Council Members**, we are acutely aware that progress in municipal government is largely predicated upon the loyalty and effectiveness of its employees in faithfully carrying out the acts of the Council, and efficiently delivering the services provided by the departments in which they are employed.*

***Let it be further known**, that the City of Gainesville takes great pleasure in the caliber of employees such as yourself, whose records of service have contributed substantially to the stature of our City as one of the most progressive of Georgia's municipalities.*

***Therefore**, the governing body of the City of Gainesville issues this "Testimonial" in grateful appreciation for your loyalty and dedication to the City of Gainesville during your long and honorable record of service.*

Executed this 21st day of February 2017.

Mayor C. Danny Dunagan, Jr.	**Council Member W. Samuel Couvillon**
Mayor Pro Tem Ruth H. Bruner	**Council Member Zack Thompson**
Council Member George Wangemann	**Council Member Barbara B. Brooks**

Frank Hood

***Your retirement**, after 31 years, 8 months and 27 days of service to the Gainesville City Government, is an occasion which fully merits a formal and sincere expression of the appreciation for the sterling qualities of mind and spirit which have been reflected in your devotion to the citizens of our City.*

***As Council Members**, we are acutely aware that progress in municipal government is largely predicated upon the loyalty and effectiveness of its employees in faithfully carrying out the acts of the Council, and efficiently delivering the services provided by the departments in which they are employed.*

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Mayor C. Danny Dunagan, Jr.	**Council Member W. Samuel Couvillon**
Mayor Pro Tem Ruth H. Bruner	**Council Member Zack Thompson**
Council Member George Wangemann	**Council Member Barbara B. Brooks**

Betty J. Rider

***Your retirement**, after 24 years, and 2 months of service to the Gainesville City Government, is an occasion which fully merits a formal and sincere expression of the appreciation for the sterling qualities of mind and spirit which have been reflected in your devotion to the citizens of our City.*

***As Council Members**, we are acutely aware that progress in municipal government is largely predicated upon the loyalty and effectiveness of its employees in faithfully carrying out the acts of the Council, and efficiently delivering the services provided by the departments in which they are employed.*

***Let it be further known**, that the City of Gainesville takes great pleasure in the caliber of employees such as yourself, whose records of service have contributed substantially to the stature of our City as one of the most progressive of Georgia's municipalities.*

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Executed this 21st day of February 2017.

Mayor C. Danny Dunagan, Jr.	**Council Member W. Samuel Couvillon**
Mayor Pro Tem Ruth H. Bruner	**Council Member Zack Thompson**
Council Member George Wangemann	**Council Member Barbara B. Brooks**

Michael West

***Your retirement**, after 21 years, 4 months and 2 days of service to the Gainesville City Government, is an occasion which fully merits a formal and sincere expression of the appreciation for the sterling qualities of mind and spirit which have been reflected in your devotion to the citizens of our City.*

***As Council Members**, we are acutely aware that progress in municipal government is largely predicated upon the loyalty and effectiveness of its employees in faithfully carrying out the acts of the Council, and efficiently delivering the services provided by the departments in which they are employed.*

***Let it be further known**, that the City of Gainesville takes great pleasure in the caliber of employees such as yourself, whose records of service have contributed substantially to the stature of our City as one of the most progressive of Georgia's municipalities.*

***Therefore**, the governing body of the City of Gainesville issues this "Testimonial" in grateful appreciation for your loyalty and dedication to the City of Gainesville during your long and honorable record of service.*

Executed this 21st day of February 2017.

Mayor C. Danny Dunagan, Jr.	**Council Member W. Samuel Couvillon**
Mayor Pro Tem Ruth H. Bruner	**Council Member Zack Thompson**
Council Member George Wangemann	**Council Member Barbara B. Brooks**

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/30/2017

Presenter: Carol Martin

Item of Business: Police Department Valor Award - Michael Hand

Meeting Date: 2/21/2017

Purpose of Request:

Presentation of Michael Hand with the Gainesville Police Department Valor Award for his gallant and brave actions on 10/20/16.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

Carol Martin

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Valor Award - Michael Hand	Presentation

VALOR AWARD

This certificate is awarded to

MICHAEL HAND

For recognition of your gallant and brave actions on October 20, 2016 at the scene of an apartment fire at Harrison Square.

You entered the building of an apartment with an active fire to locate a child that was trapped in a bedroom. As you entered the building there was a moderate amount of smoke in the hallway and it appeared to be gaining momentum. You entered the burning apartment and located the trapped child as red and orange flames crawled across the ceiling. You rescued this child and also the family in the apartment next door.

You are to be commended for your heroic actions while placing your own safety and wellbeing aside. Your actions exemplify your dedication to the law enforcement profession and this agency and your commitment of service to our community.

Carl Martin
Chief of Police

01/30/2017
Date

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/30/2017

Presenter: Carol Martin

Item of Business: Police Department Employee of the Year 2016 - Jason Pierce

Meeting Date: 2/21/2017

Purpose of Request:

Recognition of Jason Pierce, the Gainesville Police Department Employee of the Year 2016.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Department Director:

Carol Martin

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
EOY - Jason Pierce 01-30-17	Presentation

EMPLOYEE OF THE YEAR

This certificate is awarded to

JASON PIERCE

in recognition of your commitment and outstanding contributions to the Gainesville Police Department for the year 2016.

Gainesville POLICE

Carol Martin

Carol L. Martin, Chief of Police

01/30/2017

Date

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/6/2017

Presenter:

Item of Business: Consent Agenda Items

Meeting Date: 2/21/2017

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: 2/16/2017

Presenter: Denise Jordan

Item of Business: January 19, 2017 Work Session

Meeting Date: 2/21/2017

Purpose of Request:

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

History/Background:

Facts & Issues for Consideration:

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

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

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

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 2/8/2017

Presenter: Bryan Lackey

Item of Business: BR-2017-07 General Banking

Meeting Date: 2/21/2017

Purpose of Request:

To update authorized signatures for City bank accounts.

History/Background:

Financial institutions require a corporate resolution to establish a banking relationship. The resolution establishes City employees who are authorized to transact business with financial institutions.

Facts & Issues for Consideration:

Currently, the Chief Financial Officer is not authorized to discuss or make changes to any accounts associated with the City of Gainesville.

Department Recommendation:

Adoption of resolution.

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
BR-2017-07 General Banking	Resolution

RESOLUTION BR-2017-07

GENERAL BANKING RESOLUTION

WHEREAS, financial institutions require a "corporate" resolution to establish a banking relationship; and

WHEREAS, the City of Gainesville, from time to time, has banking relations with the various local banks; and

WHEREAS, there is a need to formally authorize and update the list of City officials authorized to transact banking business on behalf of the City of Gainesville

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby adopts that any financial institution with offices in our local area and being registered with the City of Gainesville Business Tax and Licensing Office for a business license tax, being paid in full, be designated as depositories of the City of Gainesville; and

BE IT FURTHER RESOLVED THAT all general banking resolutions approved prior to the adoption of this resolution are hereby rescinded; and

BE IT FURTHER RESOLVED THAT this resolution shall be in effect until an updated resolution has been adopted by the governing body and notification of such action has been provided to the respective financial institutions; and

BE IT FURTHER RESOLVED THAT all transactions, if any, with respect to any deposits, withdrawals, investments, etc., by or on behalf of the City of Gainesville with these financial institutions prior to the adoption of this resolution are hereby ratified approved and confirmed; and.

BE IT FURTHER RESOLVED THAT these financial institutions are requested, authorized, and directed to honor the signature of the persons named below, when they act in the representative capacity as agents of the City of Gainesville, for (1) checks, drafts, wires and other orders of payment drawn; (2) the purchase of investments authorized by State of Georgia law for purchase by municipal corporations; and (3) other necessary transactions or documents to properly manage the various accounts of the City of Gainesville.

Bryan Lackey
City Manager

_____
Signature

Angela Sheppard
Assistant City Manager

_____
Signature

Jeremy Perry
Chief Financial Officer

_____
Signature

Beverly Williams
Financial Services Manager

_____
Signature

RESOLUTION BR-2017-07

GENERAL BANKING RESOLUTION

BE IT FURTHER RESOLVED THAT the City of Gainesville agrees to the terms and conditions of any account agreement properly opened by any authorized representative of the City of Gainesville and authorizes the financial institutions to charge the City of Gainesville for all checks, drafts, wires, or other orders for the payment of monies that are drawn on these financial institutions, regardless of whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen 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

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 2/2/2017

Presenter: Bryan Lackey

Item of Business: BR-2017-08 Transfer Portion of Airport Industrial Park A-5 Ground Lease and Sale of Property at 1080 Airport Parkway

Meeting Date: 2/21/2017

Purpose of Request:

Resolution to approve the transfer of a portion of the AIP Lot A5 from Foamco Capital to LCL Holdings, Co. and the sale of 1080 Airport Parkway from Joseph & Cheryl Irvin to LCL Holdings, Co.

History/Background:

Joseph & Cheryl Irvin have owned the building at 1080 Airport Parkway located on AIP Lot A5 that is currently part of a sub-lease under the primary lease between the City and Foamco Capital. The Irvins and Foamco have requested that the City approve the sale of the building and transfer of the ground lease to LCL Holdings, Co.

Facts & Issues for Consideration:

The approval of the transfer of the ground lease associated with the purchase of the building located at 1080 Airport Parkway, will increase the revenue of the Airport Industrial Park by $3600 dollars annually.

Department Recommendation:

Recommend the transfer of a portion of AIP Lot A5 that will become AIP Lot A5A and the sale of the building at 1080 Airport Parkway from the Irvins to LCL Holdings, Co.

Department Director:

Chris Rotalsky

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
BR-2017-08 Transfer AIP Ground Lease and Sale of Property	Resolution
AIP Lot A-5A Lease Document and Exhibits	Contract/Agreement/MOU

RESOLUTION BR-2017-08

Transfer of a Portion of the Airport Industrial Park A-5 Ground Lease and Sale of Property at 1080 Airport Parkway

WHEREAS, the City of Gainesville, entered into a ground lease agreement on November 14, 1973 for the Airport Industrial Park (AIP) Lot A-5 with Foamco Capital (formerly Georgia Foam, Inc), herein referred to as "Lessee" and a sub-lease with Joseph & Cheryl Irvin, herein after referred to as "Sub-Lessee" for that portion of AIP A-5 known as 1080 Airport Parkway; and

WHEREAS, the Lessee and Sub-Lessee pursuant to Item 7 of the lease has notified the City of their wish to sale the building at 1080 Airport Parkway, owned by the Sub-lessee, and transfer the ground lease associated with the building from the Lessee to LCL Holdings Co.; and

WHEREAS, LCL Holdings, Co, has requested an extension of the ground lease of the portion of AIP lot A-5 associated with this request to be known as AIP Lot A-5A for a total term of 20 years commencing on March 1, 2017 and expiring on February 28, 2037; and

WHEREAS, the City has the desire to approve the transfer of the ground lease, sale/purchase of the building at 1080 Airport Parkway, and entering a 20 year lease for AIP Lot A-5A with LCL Holdings, Co; and

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes entering into a ground lease agreement, and the approval of the purchase of the building at 1080 Airport Parkway by LCL Holding, Co.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager, and City Attorney to sign such documents as necessary to enter into a ground lease agreement for AIP Lot A-5A and approve the purchase of the building at 1080 Airport Parkway by LCL Holdings, Co.

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

COUNTY OF HALL
STATE OF GEORGIA

LEASE AGREEMENT

THIS AGREEMENT made and entered into by and among the CITY OF GAINESVILLE, GEORGIA (the "City"), a body corporate and politic and a political subdivision and public corporation of the State of Georgia, hereinafter referred to as "Lessor", and LCL HOLDING CO., LLC., hereinafter referred to as "Lessee"

W I T N E SS E T H:

WHEREAS, the City of Gainesville is the owner of the airport known as Lee Gilmer Memorial Airport (the "Airport"); the Airport Industrial Park, and

WHEREAS, the City and Lessee are mutually desirous of entering into a land lease (the "Lease") for the use and occupancy of certain areas at the Airport Industrial Park known as 1080 Airport Industrial Parkway.;

NOW, THEREFORE, for and in consideration of the respective promises and mutual agreements made by the parties hereto hereinafter set forth, the City hereby grants to the Lessee the right to use and occupy the ground area at the Airport Industrial Park shown on Exhibit A, attached hereto and incorporated herein by reference, and known as AIP Lot A-5A together with all buildings, structures, improvements, additions and permanent installations constructed and installed therein or thereon by Lessee (hereinafter called the "Leased Premises") during the term of this Agreement upon the following terms and conditions and it is hereby mutually agreed as follows:

SECTION 1
TERM

The term of this lease shall be for a twenty (20) year period commencing on March 1, 2017, and expiring on February 28, 2037, unless sooner terminated in accordance with the provisions hereof.

SECTION 2
RENTS AND FEES

2.1 For Use and Occupancy of the Leased Premises herein granted, the Lessee agrees to pay to the City an annual rental as set forth herein. The first annual rent shall be in the amount of Three Thousand six hundred and No/100 Dollars ($3,600.00), payable in equal monthly installments of Three Hundred and No/100 Dollars ($300.00) on the first day of each month beginning March 1, 2017.

2.1.1 Effective on March 1, 2018 and on March 1, of each subsequent year of the remaining term, the annual rental payable hereunder shall be adjusted by multiplying the annual rental set forth in Section 2.1 above by a fraction, the numerator of which shall be the annual CPI (as hereinafter defined) published for the year most recently preceding said date, and the denominator of which shall be the annual CPI published for 2016, hereinafter referred to as Lessee's base year. In no event shall the rental payable under this Section 2.1.1 be less than the amount set forth in Section 2.1 above.

2.2 The term CPI as used herein shall mean the Consumer Price Index for all Urban Consumers, All Items, U.S. City Average, as published by the Bureau of Labor Statistics of the United States Department for Labor, 2015-16 base = 100. In the event the base year is changed, the CPI shall be converted to the equivalent of the base year 2015-16=100.

2.3 The monthly rent shall be paid on the first day of each month in advance at the office of the City of Gainesville, at the address below, or at such other office as may be directed in writing by the City.

City of Gainesville
Attn: Financial Services
P.O. Box 2496
Gainesville, GA 30503

SECTION 3
LEASED PREMISES

The Leased Premises shown on Exhibit A, known as Airport Industrial Park Lot AIP-A5A, 1080 Airport Parkway, highlighted in yellow, attached hereto and made a part hereof consist of land area consisting of approximately 1.227 acres.

SECTION 4
USE OF LEASED PREMISES

General Purposes: The real property described herein is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure to the proper use and appropriate development and improvement of each building site thereof; to protect the lessees of building sites against such improper use of

surrounding building sites as will depreciate the value of their property; to guard against the erection thereon of structure built of improper or unsuitable material; to insure adequate and reasonable development of said property; to encourage the erections of attractive improvements thereon, and with appropriate location thereof on building to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate open clear spaces between structures; and in general to provide adequately for an attractive and high quality of improvement in said property. Lessor acknowledges and approves Lessee's intention of improving the subject site (in accordance with these restrictions) to include: Buildings, radio broadcasting towers, paving, landscaping, exterior storage area(s) and field dispensing facilities (for company vehicles) for the purpose of conducting the Lessee's various business enterprises, including:

Business management offices;

Warehousing and storing goods including lubricating oils and grease, gasoline/diesel dispensing equipment, computer hardware and software, foodstuff, general merchandise, as well as other goods (in compliance with applicable codes and regulations and not in violation with these restrictions) related to business activities in which the Lessee is now, or may be in the future engaged;

Maintenance and repair areas for vehicles and equipment;

Loading Dock; and

Parking areas for vehicles, including autos, general utility trucks and fuel transport trucks.

Definition of Terms: Except as specifically defined herein all words used in these covenant have their customary dictionary definitions. For the purpose of these provisions, certain words or terms used herein shall be defined as follows: Words used in the present tense include the future tense. Words used in the singular number include the plural, and words used in the plural include the singular. The word "person: includes an individual, a firm, a co-partnership, or corporation. The word "lot" includes the word "plot" or "parcel". The word "building" includes the word "structure". Terms used herein, whether referring to the masculine, feminine or neuter gender shall mean all genders. The word "shall" is always mandatory, and not merely directory. The word "used" or "occupied" as applied to any land or building shall be construed to include the works "intended, arranged, or designed to be used or occupied".

> **<u>Building setback line</u> or building line shall mean a line across a lot between two side lot lines establishing the minimum open space to be provided between the building or buildings and the street right-of-way line.**

Building site shall mean a portion or parcel of land devoted to a common use or occupied by a building or group of buildings devoted to a common use, together with the customary accessories and open spaces belonging to the same. The term **building site** and **lot** shall mean the same land and shall be used interchangeably herein.

Lessor shall mean the City of Gainesville, its successors and assigns unless the context indicates otherwise.

Improvements shall mean and include a commercial or light industrial building or buildings, outbuildings appurtenant thereto, parking areas, loading areas, fences, masonry walls, hedges, lawns, mass plantings and any structures of any type or kind located above ground.

Protective screen shall mean either a permanent wooden or masonry fence at least five (5) feet in height which is a least 50 percent solid, or a planted row of shrubbery or trees capable of growth to six (60 feet in height after a period of two years and placed close enough together to touch.

Yard shall mean a space on the same lot with a principal building, open, unoccupied and unobstructed by buildings or structure from ground to sky except where encroachments and accessory buildings are expressly permitted.

Yard front shall mean open, unoccupied space on the same lot with a principal building, extending the full width of the lot, and situated between the street right-of-way line and front line of the building projected to the side lines of the lot.

Yard rear shall mean open, unoccupied space on the same lot with a principal building, extending the full width of the lot, and situated between the real line of the lot and the rear line of the building projected to side lines of the lot.

Side yard shall mean open, unoccupied space on the same lot with a principal building, situated between the building and the side line of the lot and extending from the rear line of the front yard to the front line of the rear yard.

SECTION 5

General Restrictions

The admission of any occupant to the City of Gainesville Airport Industrial Park shall be at the discretion of the Lessor. No industry or other business shall be established, maintained or permitted thereon which may be

or become an annoyance or nuisance by reason of unsightliness or the excessive emission of smoke, dust, noise, glare, odor, fumes, or vibrations. Determination of whether an industry or business is objectionable for any of the above reasons shall be at the discretion of the Lessor.

The Lessee shall not use any of the land or premises for the manufacture, storage, distribution or sale of materials or products which in the judgment of the Lessor shall increase the insurance rates or depreciate the value of the adjoining property or for any purposes which constitute a nuisance in the general accepted definition of the term, or defined as such by any ordinance of the City of Gainesville, Georgia.

All structures and improvements must comply with Federal Aviation Administration Regulations Part 77, "Objects Affecting Navigable Air Space", or any regulation which may ultimately supersede this regulation.

Improvements erected on property subject to this declaration as described herein, shall not exceed 27 feet in height, provided , however, that radio broadcasting tower, water towers or tanks, standpipes, stairways, ventilating or similar equipment required to operate and maintain the building, fire or parapet walls, sky-lights, tanks, cooling or other towers, flagpoles, gravity flow storage and/or mixing towers or similar structures may exceed this height with written approval of the Lessor, and in conformity with Federal Aviation Administration regulations as specified herein.

Any building or other structures other than a free standing sign, erected on the property shall be fireproof, constructed of masonry or other strong material, and conform with the City of Gainesville building codes. Wooden or frame construction except in signs is prohibited insofar as its use in an exposed or visible exterior position is concerned.

No improvements as herein defined shall be erected, placed or altered on any building site in said development until the building or other improvements plans, specifications, and plot plan showing the locations of such improvements on the particular building site have been submitted to and approved in writing by Lessor as to the conformity and harmony of external design with existing structures in the development, and as to location of the improvements on the building site giving due regard to the anticipated use thereof as same may affect adjoining structures, uses and operations, and as to location of the improvements with respect to topography, grade and finished ground elevation. Lessor shall not be liable in damages to anyone so submitting plans for approval or to any owner or owners of land covered by this Lease by reason of mistake in judgement, negligence or non-feasance, arising out of or in connection with the approval or disapproval, or failure to approve any such plans. Lessee, its successors and assigns, covenant to hold Lessor harmless from and all claims of whatever nature and kind arising out of the use of the leased property from which Lessor is not protected by its governmental immunity.

Property fronting on the streets of the industrial areas shall have a building setback line of at least sixty-five (65) feet from street right-of-way line. No structures or buildings shall be located closer than twenty-five (25) feet to any side building site line or real property line, it being required that an open area of a t least fifty (50) feet shall exist between all adjacent but separately owned improvements, both sides and rear.

Buildings or other structures or parking or loading areas shall not be built or maintained which, in the aggregate, cover more than 60 percent of the total land area of the property. The Leased Premises shall be attractively landscaped with lawn, trees, shrubs, or similar materials according to plans first approved in writing by the Lessor, If said area is to be used for off-street parking, the parking arrangement and surfacing must be planted with a protective screen and likewise be approved in writing by the Lessor. Any landscaped areas shall be maintained thereafter in a slightly and well-kept condition. Parking area shall likewise be maintained in good condition.

It shall be the responsibility of the Lessee to provide off-street parking facilities for employees and customers, at a ratio of one (1) space for every one and one-half (1-1/2) employees employed on the Leased Premises at maximum shift; plus one (1) space for each managerial employee; plus one (1) visitor space for each ten (10) managerial staff. The size of each parking space shall not be less than three hundred (300) square feet, including aisles, but not driveways thereto. No parking of cars or trucks will be permitted in the street right-of-way.
The following landscaping and site improvement conditions shall be complied with:

Front yard: Front yards of building sites shall be maintained in grass except walks, drive, plantings and flagpoles. Suitable plantings shall be provided and maintained in from of the building or incorporated in the architecture of the structure by means of planters. No driveways parallel to the street shall be permitted in the required minimum front yard.

Side yard: A partial foundation planting shall be provided.

Paved area: All areas subject to wheeled traffic shall be paved with bituminous concrete or equivalent surfacing and shall have appropriate bumper or wheel guards when needed. It will be the Lessee's responsibility to extend its driveway to an existing or presently projected street at no expense to the Lessor, even though part of this construction is with the street right-of-way. This work should be done in accordance with the code of the City of Gainesville.

Unpaved portion of this site: Any area not paved shall be maintained in grass and landscaped, including any such property which may be in street or utility right-of-way. The removal of undergrowth, weeds, debris,

rubbish, trash, excess dirt, industrial waste or garbage, and any other unsightly material from the property shall be at no expense to the Lessor.

Maintenance: It shall be the responsibility of the Lessee to keep the premises, buildings and all improvements in a safe, clean, healthful and presentable condition at all times.

The following uses shall be permitted within the City of Gainesville Airport Industrial Park:

Any industrial use except, rendering plants, junk yards, chemical plants, oil storage facilities, (except properly stored lubricating oils), cement plants, poultry plants or foundries, provided that uses which may cause injurious or obnoxious noise, vibrations, smoke, gas, fumes, odors, dust, fire hazard, or other objectionable conditions shall require a finding by the Lessor that the proposed location, construction, and operation will not injure unduly the other tenants in the Industrial Park, either present or future. An enclosure, such as a fence, hedge, or protective screen shall be required for outdoor storage areas.

-Wholesaling and warehousing.
-Airport and airport-related uses. (Does not include Fixed Based Operations)
-Truck and Bus Terminal
-Restaurants
-Service Stations (filling stations), as defined in the Gainesville Zoning Ordinance.
-Farm supply and equipment sales.
-Business offices.
-Motels

The maneuvering of trucks and trailers shall be confined to the premises of each establishment. Minimum requirements for off-street loading facilities shall be one loading space at least 12 x 60 feet with a 16 foot height clearance, if covered, for every 10,000 square feet or fraction thereof of floor area, except that all establishments must have a minimum of one 12 x 60 foot space. Loading bays shall be located on those sides of the building not facing streets and at lease twenty-five (25) feet from the nearest right-of-way. The actual depth of such loading dock within the building or structure shall be determined in connection with the building plans or improvement plans to be approved herein.

Power used in or developed or obtained for the operation of any establishment within the confine of the area subjected to the restrictions shall be confined to electrical or substantial equivalent type of power using only oil, gasoline, gas or liquid petroleum products or similar combustible materials in its production, or other products which do not produce excessive smoke, odor, or fumes.

No billboard or advertising signs other than those identifying the name, business and products or the person or firm occupying the premises shall be permitted, except that plaques, directional signs, and a sign offering the premises for sale or lease may be permitted as provided below.

Only permanent signs shall be erected, except that temporary signs may be erected during the construction of the building. No banners, pennants, ribbons, or similar devices shall be permitted.

Lessee shall not display or install any signage without the written approval of Lessor and the Federal Aviation Administration. Furthermore, all signage shall comply with the City of Gainesville Code of Ordinances and Unified Land Development Code.

Finished or semi-finished products and other materials placed temporarily outside of the any building will be placed on the rear half of the property. Whenever temporary storage of goods, equipment, supplies, and other materials is necessary, such open storage area shall be fenced with a screening fence at least five (5) feet in height. All fencing for screening, security or other purpose shall be attractive in appearance and shall be of an all-metal industrial type of galvanized or nonferrous material treated as required by Lessor.

No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the building lines established herein except upon approval in writing by the lessor.

Waste will be disposed of in properly accepted manner, and no industry that produces industrial sewage will be allowed except upon approval in writing by the Lessor.

The Lessee shall agree to execute all existing easements necessary and reasonable for the further development of the Gainesville Industrial Park, in the sole discretion of Lessor. Any additional easements essential for the further development of the Park shall not exceed a width of fifteen (15) feet above or below the ground. Lessee shall not be bound to execute future easements which will impair the Lessee's development or use of the subject parcel.

The Lessee herein agrees to commence construction of a building covering at least 10,000 square feet within one (1) year of the execution hereof. If, after the expiration of one year from the date of execution of any lease to any site in the Industrial Park, the Lessee thereof shall not have begun in good faith, with reasonably complete plans to carry through to prompt completion, the construction of an approved building, then the Lessor shall have the option to terminate the lease. The Lessor further reserves the exclusive right to extend the foregoing one year period for commencement of construction whenever it shall determine that valid reasons exist therefor.

Each of the conditions, covenants, restrictions, and reservations set forth above shall continue and be binding upon the Lessee and upon its successors and assigns and upon each of them and all parties and all persons claiming under them for the period of the lease and exercised options.

Invalidation of any one of these covenants or any part thereof by judgements or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Cancellation of Lease by Lessor

If, at any time prior to the date fixed as the commencement of the term of this lease, a petition in bankruptcy or insolvency or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a substantial part of Lessee's property is filed in any court by Lessee, or if filed against Lessee, proceedings to vacate same are not commenced within thirty (30) days thereafter and diligently prosecuted, or if Lessee makes an assignment for the benefit of creditors, without the prior written consent of Lessor, then, and in any such event, this lease shall be terminated and cancelled and neither Lessee nor any person claiming through Lessee shall be entitled to possession of the demised premises.

If, at the date fixed as the commencement of this lease, or if , at any time during the term of this lease, a petition in bankruptcy or insolvency or for reorganization or arrangement of, for the appointment of a receiver or trustee of all or a part of Lessee's property is filed in any court by Lessee, or if filed against Lessee, proceedings to vacate same are not commenced within thirty (30) days thereafter and diligently prosecuted, or if Lessee makes an assignment for the benefit of creditors without the prior written consent of Lessor, then, and in any such event this lease shall be terminated and cancelled and neither Lessee nor any person claiming through Lessee shall be entitled to possession of the demised premises.

If at the date fixed as the commencement of this lease or if at any time during the term of this lease a petition in bankruptcy or insolvency or for reorganization or arrangement or for the appointment of a receiver or trustee of all or part of Lessee's property is filed in any court by Lessee, or if filed against Lessee, proceedings to vacate same are not commenced within thirty (30) days thereafter and diligently prosecuted or if Lessee makes and assignment for the benefit of creditors without the prior written consent of Lessor, then and in any of such events, this lease at the option of Lessor exercised within a reasonable time after notice of the happening of any one or more of such events may be cancelled and terminated in which event neither Lessee nor any person claiming through or under Lessee by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the premises demised, but shall forthwith quit and surrender the premises and Lessor in addition to the other rights and remedies Lessor had by virtue of any

other provision herein or elsewhere in the contained by virtue of any statue or rule of law, may retain any rent or monies received by Lessor from Lessee or others in behalf of Lessee.

Assignment and Subletting – Lessee may assign this lease or any interest thereunder, or sub-let premises or any part thereof, or permit the use of premises by any part other than Lessee only upon the written consent of Lessor. Sub-tenants or assignees shall become liable directly to Lessor for all obligations of Lessee hereunder, without relieving Lessee of any of its liability.

Architectural Control Provision – The design of all structures to be placed upon the leased property shall be approved by the Building Inspector of the City of Gainesville before construction is begun and all such structures shall be constructed according to the approved design.

Lessor's right to assign its leasehold interests – Lessor shall have the right to sell, transfer or assign any or all its rights hereunder provided such action on the part of Lessor does not infringe upon or impair the rights of Lessee or its assigns hereunder.

Improvements subject to F.A.A. approval – All structures and improvements placed upon the leased property shall be subject to the approval of the Federal Aviation Administration, which approval shall be obtained by Lessee prior to any construction.

Lessor's power to enforce covenants – Lessor shall have the right to enforce any and all the terms of this agreement at law or in equity in any court of competent jurisdiction.

Lessor's possession and ownership of improvements at termination of lease – At the time of termination of this lease all improvements placed on said leased premises shall become the property of Lessor in fee simple, free from any lien or encumbrance whatsoever.

Attorney's fees – If any rent owing under this lease is collected by or through an attorney at law, Lessee agrees to pay 15% thereof as attorney's fees. Lessee waives all rights and exemptions which he may have under any law as against any obligation owing under this lease.

Non-discrimination Clause – The Lessee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on , over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the

benefits of , or otherwise be subjected to discrimination, (3) that the Lessee, shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights of 1964, and as said Regulations may be amended.

SECTION 6
ACCEPTANCE, CARE, MAINTENANCE
IMPROVEMENTS AND REPAIR

6.1 Lessee warrants that it has inspected the Leased Premises and accepts possession of the Leased Premises and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration and by the rules and regulation of the City, and admits its suitableness and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the City shall not be required to maintain nor to make any improvements, repairs restorations upon or to the Leased Premises or to any of the improvements constructed or located thereon. City shall never have any obligation to repair, maintain or restore, during the term of this lease, any improvements placed upon the Leased Premises by Lessee, its successors and assigns.

6.2 Lessee shall throughout the term of this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the Leased Premises and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, including any repairs, improvements or upgrades to meet any new rules or regulations imposed by the FAA or any applicable federal or state laws regulating Lessee's use of the Leased Premises. Additionally, Lessee, without limiting the generality hereof, shall:

6.2.1 keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises;

6.2.2 provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law;

6.2.3 repair any damage caused by Lessee or its invitees, tenants, or contractors to paving, soils, water or other parts of the Leased Premises or the Airport Premises caused by any oil, gasoline, grease, lubricants, solvents, flammable liquids, or substances having a corrosive or detrimental effect

thereon, and to remediate any release caused by Lessee or any of its invitees, tenants or contractors of any substance that has a harmful effect on human health or the environment as determined by any regulatory agency;

6.2.4 take measures to prevent erosion, including but not limited to, the planting and replanting of grasses with respect to all portions of the Leased Premises not paved or built upon, and in particular shall plant, maintain and replant any landscaped areas;

6.2.5 be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.

6.3 In the event Lessee fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint, within a period of thirty (30) days after written notice from the City to do any maintenance or repair work required to be done under the provisions of this Agreement, other than preventive maintenance, (b) or within a period of ninety (90) days if the said notice specifies that the work to be accomplished by the Lessee involves preventive maintenance only; (c) or to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under this Agreement; then, the City may, at its option, and in addition to any other remedies which may be available to it, enter the premises involved, without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of the Leased Premises, and repair, replace, rebuild or paint all or any part of the Leased Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the City by Lessee on demand. Provided, however, if in the opinion of the City, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the City or other tenants at the Airport, and the City so states same in its notice to Lessee, the City may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the City the cost and expense of such performance on demand. Furthermore, should the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result therefrom except for claims for damages arising from the City's sole gross negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Agreement, and shall not impose or be construed to impose upon the City any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

6.4 Plans and specifications for all major repairs, constructions, alterations, modifications, additions or replacements (hereinafter referred to as "Improvements"),including, without limitation the new facility to be constructed by the Lessee pursuant to Section 6.5 below, undertaken by the Lessee shall be submitted to and receive the written approval of the City, and no such work shall be commenced until such written approvals are obtained from the City, which approval shall not be unreasonably withheld or delayed. City shall advise Lessee within thirty (30) days after receipt of the written request, together with copies of the plans and specifications for the proposed improvements in sufficient detail to make a proper review thereof, of its approval or disapproval of the proposed work, and in the event it disapproves, stating its reasons therefore.

6.6 If Lessee makes any improvements without City approval, then, upon notice to do so, Lessee shall remove the same or at the option of City cause the same to be changed to the satisfaction of City. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently any required modifications to completion, City may affect the removal or change and Lessee shall pay the cost thereof to the City. Lessee expressly agrees in the making of all improvements that, except with the written consent of City, it will neither give nor grant, nor purport to give or grant any lien upon the Leased Premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and improvements thereon, or any property of Lessor, and Lessee will discharge or provide a bond to discharge any such lien within thirty (30) days after notice of filing thereof.

6.7 Notwithstanding any other provisions or terms of the Lease, Lessee acknowledges that the Airport is subject to federal storm water regulations, 40 CFR. Part 122, for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and, if applicable, state storm water regulations. Lessee further acknowledges that it is familiar with these storm water regulations; that it does not conduct or operate "vehicle maintenance" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.

6.7.1 Notwithstanding any other provisions or terms of the Lease, City acknowledges that it has taken steps necessary to apply for or obtain a storm water discharge permit as required by the applicable regulations for the Airport, including the Leased Premises operated by the Lessee. Lessee

acknowledges that the storm water discharge permit issued to the City may name the Lessee as co-permittee.

6.7.2 Notwithstanding any other provisions or terms of this Lease, including the Lessee's right to quiet enjoyment, City and Lessee both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that, as discussed more fully below, it may have to undertake to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled or otherwise used by the Lessee, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices."

6.7.3 Lessee acknowledges that the Airport's storm water discharge permit is incorporated by reference into this Lease and any subsequent renewals.

6.8 Permit Compliance. City will provide Lessee with written notice of those storm water discharge permit requirements that are in the Airport's storm water permit, that Lessee will be obligated to perform from time to time, including, but not limited to: Certification of non-storm water pollution prevention or similar plans; implementation of "good housekeeping" measures or Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee, within seven (7) days of receipt of such written notice shall notify City in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, it is deemed to assent to undertake such requirements. If Lessee provides City with timely written notice that disputes such storm water discharge permit requirements, City and Lessee agree to negotiate a prompt resolutions of their differences. Lessee warrants that it will not object to written notice from the City for purposes of delay or avoiding compliance.

6.8.1 Lessee agrees to undertake, at its sole expense unless otherwise agreed to in writing between City and Lessee, those storm water discharge permit requirements for which it has received written notice from the City. Lessee warrants that it shall meet any and all deadlines that may be imposed on or agreed to by City and Lessee. Lessee acknowledges that time is of the essence.

6.8.2 City agrees to provide Lessee, at its request, with any non-privileged information collected and submitted to any governmental entity (is) pursuant to applicable storm water regulations.

6.8.3 Lessee agrees that the terms and conditions of the Airport's storm water discharge permit may change from time to time and hereby appoints City as its agent to negotiate with the appropriate governmental entity any such permit modifications.

6.8.4 City will give Lessee written notice of any breach by Lessee of the Airport's storm water discharge permit or the provisions of this section. Such a breach is material, and if of a continuing nature, City may seek to terminate this Lease pursuant to Section 15, of this Agreement. Lessee agrees to cure promptly any breach.

6.8.5 Lessee agrees to participate in any City-organized task force or other work group established to coordinate storm water activities at the Airport.

6.9 The Lessee shall be solely responsible for the proper management, storage, and disposal of hazardous substances and hazardous wastes used, generated, stored, disposed, treated, or caused to be present on the leased premises by the activates of the Lessee and any sub-lessee of Lessee. Notwithstanding any other provision of the Lease, the Lessee or any sub-lessee of Lessee, shall not treat or dispose of hazardous wastes on the City's premises. The Lessee shall provide all required notices, including those mandated under right-to-know laws, of the presence or use on the leased premises of hazardous substances, extremely hazardous substance, or hazardous wastes, shall provide all notices to appropriate authorities and to City of any releases to the environment of hazardous substances, extremely hazardous substances, or hazardous wastes, and shall obtain all permits necessary for the generation, storage, disposal, or treatment of hazardous wastes. The Lessee shall manage used oil and other petroleum products as required by Federal and state law and regulations and the rules and regulations of the City. The Lessee shall be solely liable for the investigation, corrective action, or remediation of any release to the environment caused by the Lessee, its invitees, employees, agents, or contractors of any hazardous waste, hazardous substance, extremely hazardous substance, oil or other petroleum based substance.

6.10 Indemnification. Notwithstanding any other provisions of this Lease, Lessee agrees to indemnify and hold harmless the City and other tenants for any and all claims, demands, costs, (including attorneys fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Lessee's sub-lessee of Lessees actions or omissions, including failure to comply with Lessee's obligations under this Section, applicable regulations, or permits, unless the result of City's sole negligence. This indemnification shall survive any termination or non-renewal of this Lease.

6.11 During the construction period, Lessee shall maintain a specific environmental hazards policy or endorsement which shall cover losses from run-off of silt or hazardous materials onto other property of the City or adjoining landowners with the City named as an additional loss payee.

SECTION 7
TITLE TO IMPROVEMENTS AND REPAIRS

Lessee's improvements erected or constructed upon the Leased Premises shall remain the property of the Lessee for as long as this lease shall remain in effect, but such improvements shall become the property of the City upon expiration or termination of this lease, free and clear of all claims on the part of the Lessee on account of construction costs or cost of any repair or improvement work done under the terms hereof by Lessee. The vesting of title in the City at the time specified is a part of the consideration for this lease. The City shall not be liable to Lessee or Lessee's contractors or sub-contractors for the cost or value of any improvements constructed or located on the Leased Premises.

SECTION 8
ADDITIONAL OBLIGATIONS OF LESSEE

8.1 Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.

8.2 Further, Lessee shall take all reasonable measures not to produce on the Airport any disturbance that interferes with the operation by the City or the Federal Aviation Administration of air navigational, communication or flight equipment on the Airport.

8.3 Lessee shall control the conduct and demeanor of its officers, sub-lessees, agents, employees, invitees and, upon objection from City concerning the conduct, or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.

8.4 Lessee shall comply with all environmental, health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises and the improvements thereon and its operations at the Airport hereunder. Lessee agrees to allow City access to premises and records to investigate compliance with all applicable laws if there is reason to suspect negligence or willful non-compliance.

8.5 Lessee shall comply with all written instructions of the City and applicable Federal, state, and local laws, ordinances, and regulations in disposing of trash, garbage and other refuse; the frequency of removal thereof from the Airport premises shall at all times be subject to the rules, regulations and approval of City. All disposal of trash, garbage, refuse and wastes shall be at the expense of the Lessee.

8.6 Lessee shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste or injury on the Leased Premises.

8.7 Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.

8.8 Lessee shall take measures to insure security in compliance with Federal Air Regulations and the Airport Security Plan, if any.

8.9 Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.

8.10 Lessee shall use only a working supply of flammable liquids within any covered or enclosed portion of the Leased Premises. The term "working supply" as used in this Section shall mean the amount consumed by Lessee or its sub-lessee during any normal work day. Any other supplies of such liquids shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

SECTION 9
INSURANCE, DAMAGE OR DESTRUCTION

9.1 To safeguard the interest of the City, the Lessee at its sole cost and expense shall procure and maintain throughout the term of this lease insurance protection for "all risk" coverage on the structure and improvements of which the Leased Premises is a part, to the extent of one hundred percent (100%) of the actual replacement cost thereof, in insurance companies licensed to do business in the State of Georgia. If said insurance company becomes financially incapable of performing under the terms of said policy, the Lessee shall promptly obtain a new policy issued by a financially responsible carrier and shall submit such new policy as previously provided.

9.1.1 The above stated property insurance shall name the City as Additional Insured, provide thirty (30) days notice of cancellation or material change, by registered mail, to the Airport Manager, and have a deductible amount not to exceed one thousand dollars ($1,000.00) per occurrence.

9.1.2 The Lessee shall provide a copy of the above stated property insurance policy to the City, at least seven (7) days prior to the inception of the Lease Agreement. Upon the failure of the Lessee to maintain such insurance as above provided, the City, at its option, may take out such insurance and charge the cost thereof to Lessee with the next installment of the monthly fee due hereunder or may declare a default hereunder pursuant to Section 19 herein.

9.2 In the event any improvements, insurable or uninsurable, on the Leased Premises are damaged or destroyed (except damage or destruction caused by Lessee as set forth in Section 9.6 hereof) to the extent they are unusable by Lessee for the purposes for which they were used prior to such damage, or same are destroyed, Lessee shall promptly repair, rebuild, or replace the damaged or destroyed portion of the Leased Premises as they were immediately prior to such casualty, except for requirements of construction codes, which shall be as of the time of repair or replacement.

9.3 In the event of damage or destruction to any of the improvements upon the Leased Premises, the City shall have no obligation to repair or rebuild the improvements or any fixtures, equipment or other personal property installed by Lessee pursuant to this Agreement. Upon the failure of Lessee to repair or rebuild the City may, as agent of the Lessee, repair or rebuild such damage or destruction at the expense of Lessee which expense shall be due and payable on demand.

9.4 Upon completion of all the work, the Lessee shall certify by a responsible officer or authorized representative that such rebuilding and repairs have been completed, that all costs in connection

9.5 In the event the improvements on the Leased Premises are damaged or destroyed by fire or other cause by reason of any act or omission of the Lessee or its employees, this Lease Agreement shall continue in full force and effect, notwithstanding the provisions of Sections 9.2, 9.3, 9.4 and 9.5 hereof, and the Lessee shall repair or rebuild the improvements so damaged or destroyed, at Lessee's own cost and expense, in a good workmanlike manner to the same standards existing at the time of the casualty, subject to applicable building codes existing at the time of repair or rebuilding.

9.6 During any construction of improvements to the Leased Premises, Lessee shall cause builder's risk or equivalent coverage to be in place. All contractors shall provide proof of workers' compensation insurance for their employees. All policies shall name the Lessor as an additional insured and all such policies shall provide for thirty (30) days written notice of cancellation to City.

SECTION 10

LIABILITIES AND INDEMNITIES

10.1 City shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts or omissions performed on the Leased Premises, or the Airport, by Lessee, its sublessees or tenants, or their guest or invitees.

10.2 The Lessee agrees to operate on the Leased Premises in a manner that does not create a nuisance to or interfere with the rights of the City or any other lessee, tenant, invitee, guest or user of the Airport. Lessee agrees to indemnify, save and hold harmless, the City ,its officers, agents, servants and employees of and from any and all costs, liability, penalties, damages and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm, governmental entity or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including City personnel and City property, and any claim of violation of any state, Federal or local law or regulation protecting human health or the environment, directly or indirectly arising from or resulting from, any operations, works, acts or omissions of Lessee, its sub-lessees, its agents, servants, employees, contractors, invitees, sublessees or tenants. Provided, however, that upon the filing with the City by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the City harmless, the City shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and behalf of the City. It is specifically agreed, however, that the City at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal.

10.3 In addition to Lessee's undertaking, as stated in this Section, and as a means of further protecting the City, its officers, agents, servants and employees, Lessee shall at all times during the term of this Agreement obtain and maintain in effect Public Liability and coverage as set forth in Exhibit "B" attached hereto and made a part hereof. In this connection, Lessee agrees to require its contractors doing work on the Airport, and Lessee's tenants and sublessees, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insureds.

10.3.1 The City reserves the right to increase the minimum liability insurance set forth in Exhibit "B" when in the City's opinion the risks attendant to Lessee's operations hereunder have increased.

10.4 The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in anywise connected with this Agreement. The Lessee agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this Agreement.

10.5 The Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the City of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission of the Lessee.

SECTION 11
RULES AND REGULATIONS
Airport Industrial Park Restrictions & Covenants

From time to time City may adopt and enforce Airport Industrial Park restrictions and covenants with respect to the occupancy and use of the Airport Industrial Park. Lessee agrees to observe and obey any and all restrictions and covenants and all other Federal, State and municipal rules, regulations and laws and to require its tenants and sub-lessees, officers, agents, employees, contractors, and suppliers, to observe and obey the same. City reserves the right to deny access to the Airport Industrial Park and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws. Lessee hereby acknowledges receipt of a current copy of such City restrictions & covenants. Lessee hereby acknowledges receipt of the Lessor's Airport Industrial Park Restrictions and Covenants attached hereto as Exhibit "C".

SECTION 12
CONDEMNATION

In the event that the Leased Premises or any material part thereof shall be condemned and taken by authority of eminent domain for any purpose during the term of this lease, rentals for that portion of the Leased

Premises so taken shall be abated from the date that Lessee is dispossessed therefrom; provided, however, if, the remaining portion of the Leased Premises is insufficient for Lessee's operations authorized hereunder, Lessee may terminate this Agreement and all of its rights and unaccrued obligations hereunder effective as of the date it is dispossessed of the condemned portion (or effective as of any date thereafter and within ninety (90) days of the date of such dispossession) by giving City thirty (30) days written notice of such termination. Lessee shall be responsible for its losses to the lessee.

SECTION 13
GOVERNMENTAL REQUIREMENTS

13.1 The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat.

13.2 The Lessee shall pay all taxes, license, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder or on the gross receipts or income to Lessee therefrom, and shall make all applications, reports and returns required in connection therewith.

SECTION 14
ADDITIONAL RENTS AND CHARGES

14.1 Except as provided herein, in the event Lessee fails within thirty (30) days after receipt of written notice from City to perform or commence to perform any obligation required herein to be performed by Lessee, City may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to the City upon demand such charge in addition to other amounts payable by Lessee hereunder. Provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or employees or property of the City, or other tenants of the Airport, and City so states in its notice to Lessee, the City may perform such obligation of Lessee at any time after the giving of such notice, and charge to the Lessee the reasonable cost and expense thereof which Lessee shall pay upon demand.

14.2 If the City elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of Lessee contrary to

said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the City as the result of such failure, neglect or refusal of Lessee, including interest, not to exceed the greater of fifteen percent (15%) per annum or the rate which is four percent (4%) per annum above the prime rate as published by the Wall Street Journal, together with all costs, damages and penalties. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the City in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

SECTION 15
TERMINATION

15.1 **In the event of a default on the part of Lessee in the payment of rents, or any other charges required by this Agreement to be paid to the City, the City shall give written notice to Lessee of such default, and demand the cancellation of this Agreement, or the correction thereof. If, within thirty (30) days after the date City gives such notice, Lessee has not corrected said default, and paid the delinquent amount in full, this Agreement and all rights and privileges granted hereby in and to the Leased Premises shall terminate.**

15.2 **This Agreement together with all rights and privileges granted in and to the Leased Premises shall terminate automatically, upon the happening of any one or more of the following events:**

15.2.1 **the filing by Lessee of a voluntary petition in bankruptcy, or any assignment for benefit of creditors of all or any part of Lessee's assets; or**

15.2.2 **any institution of proceedings in bankruptcy against Lessee; provided, however, that the Lessee may defeat such termination if the petition is dismissed within thirty (30) days after the institution thereof; or**

15.2.3 **The filing of a petition requesting a court to take jurisdiction of Lessee or its assets under the provisions of any Federal reorganization act; or**

15.2.4 **The filing of a request for the appointment of a receiver or trustee of Lessee's assets by a court of competent jurisdiction, or the request for the appointment of a receiver or trustee of Lessee's assets by a voluntary agreement with Lessee's creditors; or**

15.2.5 **The abandonment by Lessee of the conduct of its authorized Airport business at the Airport, and in this connection suspension of operations for a period of six (6) months will be considered abandonment in the absence of a satisfactory explanation which is accepted in writing by the City.**

15.3 **Upon the default by Lessee in the performance of any covenant or conditions required to be performed by Lessee, and the failure of Lessee to remedy such default for a period of thirty (30) days after receipt from the City of written notice to remedy the same and, except default in the timely payment of any money due the City, the City shall have the right to cancel this Agreement for such cause.**

15.4 **Upon the default of Lessee, and the giving of notice by the City to cancel this Agreement as provided for elsewhere herein, said notice of cancellation shall be final; provided however, that should the City determine that Lessee is diligently remedying such default to completion, and so advises Lessee in writing, said notice of cancellation may be held in abeyance. If, however, the City determines that such default is no longer being diligently remedied to conclusion, the City shall so advise Lessee in writing, and said notice of cancellation shall no longer be held in abeyance for any reason and shall become final without further notice to Lessee. The determination of the City in this regard shall in all events be conclusive and binding upon Lessee.**

15.5 **Upon the cancellation or termination of this Agreement for any reason, all rights of the Lessee, tenants and any other persons in possession shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Upon said cancellation or termination of this Agreement for any reason, the Leased Premises, except for such personal property which may be removed from said Leased Premises as provided for elsewhere herein, shall be free of all encumbrances and all claims of Lessee, its tenants, creditors, trustees, assigns and all others, and the City shall have immediate right of possession to the Leased Premises.**

15.6 **Failure by the City to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by Lessee. Acceptance of rentals by the City under the terms hereof, for any period or periods after a default by Lessee of any the terms, covenants and conditions herein required to be performed, kept and observed by Lessee shall not be deemed a waiver or estoppel of any right on the part of the City to cancel this Agreement for any subsequent failure by Lessee to so perform, keep or observe any of said terms, covenants or conditions.**

SECTION 16
TERMINATION BY LESSEE

16.1 In addition to any other right or cancellation herein given to Lessee, or any other rights to which it may be entitled to by law, equity or otherwise, as long as Lessee is not in default in payment to City of any amounts due City under this Agreement, Lessee may cancel this Agreement and thereby terminate all of its rights and unaccrued obligations hereunder, by giving City written notice upon or after the happening of the following events:

16.2 issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's business operations on the Airport, and which injunction remains in force for a period of at least thirty (30) days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or

16.3 The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as to substantially restrict Lessee from operating its authorized Airport business for a continuous period of at least ninety (90) days.

16.4 Lessee shall have the right to terminate upon twelve (12) months advance written notice of intent to terminate this Lease. Upon the Termination Date, all improvements constructed during the term of this Lease shall become the property of City. Any personality or equipment on the Leased Premises after the date of termination shall be deemed abandoned and shall automatically become the property of City.

SECTION 17
SURRENDER AND RIGHT OF RE-ENTRY

Upon the cancellation or termination of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up quit the Leased Premises possession to the City in the same condition as they are at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee; save and except, (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, (b) obsolescence in spite of repair, and (c) damage to or destruction of the leasehold improvements for which insurance proceeds are received by the City. Upon such cancellation or termination, the City may re-enter and repossess the Leased Premises together with all improvements and

additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at City's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation or termination, and for which period Lessee will pay to the City current lease rentals), or during the term of this Agreement, if Lessee is not in default in rentals or any other charges or obligations due the City, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved, and provided, further, that Lessee repairs all damages that might be occasioned by such removal, and restores the building and site to the condition above required.

SECTION 18
SERVICES TO LESSEE

18.1 City covenants and agrees that during the term of this Agreement it will operate the Airport as such for the use and benefit of the public provided, however, that the City may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The City further agrees to use its best efforts to maintain the runways and taxiways in good repair. City agrees to keep in good repair hard-surfaced public roads for access to the Leased Premises. City also agrees to maintain its water and sanitary sewer facilities in areas designated for utilities or easements adjacent to the Leased Premises for access thereto by Lessee in accordance with City Ordinances governing same.

18.2 Lessee will contract with and obtain all required permits from providers for any utility services.

18.3 Lessee shall also contract with the furnishers of all other utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electric, sanitary sewer service, other utilities, telephone, burglary and fire protection services furnished to the Leased Premises.

SECTION 19
SURVIVAL OF THE OBLIGATIONS OF THE LESSEE

19.1 In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided in Section 15 hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to City to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken

place. City may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Agreement.

19.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations shall be the sum of the following:

19.2.1 the amount of the total of all installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month;

19.2.2 an amount equal to all expenses incurred by City in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to attorney's fees), putting the Leased Premises in order, maintenance and brokerage fees; and

19.2.3 an amount equal to any deficiency for the remaining term of the Lease, computed in accordance with the provisions of Section 19.1.

SECTION 20
USE SUBSEQUENT TO CANCELLATION OR TERMINATION

20.1 The City, upon termination or cancellation pursuant to Section 15 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement.

20.2 City shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purpose of the Lessee under this Agreement, without affecting, altering of diminishing the obligations of the Lessee hereunder, provided, that any structural changes shall not be at Lessee's expense.

20.3 In the event either of use by others or of any actual use and occupancy by City, there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the Leased Premises as City may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by City in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of City hereunder. City will use its best efforts to minimize damages to Lessee under this Section.

SECTION 21
LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

Except the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

SECTION 22
NOTICES

22.1 All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is deposited in the United States Mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To City:

City Manager
City of Gainesville
P. O. Box 2496
Gainesville, GA 30503

To Lessee:

LCL HOLDING CO., LLC.
Mr. Aaron Conner
3292 Thompson Bridge Rd.
Gainesville, Ga. 30506

22.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

SECTION 23
HOLDING OVER

23.1 No holding over by Lessee after the termination of this lease shall operate to extend or renew this lease for any further term whatsoever; but Lessee will by such holding over become a tenant at will of the City after written notice by the City to vacate such premises. Continued occupancy thereof by Lessee shall constitute Lessee a trespasser.

23.2 Any holding over by Lessee beyond the thirty (30) day period permitted for removal of fixtures without the written consent of the City shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the lease.

23.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee, or any of Lessee's sublessees or tenants occupies the Leased Premises or any part thereof.

SECTION 24
INVALID PROVISIONS

The invalidity of any provisions, articles, paragraphs, portions, or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable Agreement.

SECTION 25
MISCELLANEOUS PROVISIONS

Remedies to be Nonexclusive.

25.1 All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Non-Waiver of Rights.

25.2 **The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall other party be relieved thereby from its obligations under the terms hereof.**

Force Majeure.

25.3 **Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.**

Non-liability of Individuals.

25.4 **No director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same. This Section shall have no application to any independent guaranty or other assumption of the obligations of Lessee which may be obtained by City relative to this Lease.**

Quiet Enjoyment

25.5 **The City covenants that as long as Lessee is not in default of any provision of this Agreement, Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises exclusively to it during the term hereof unless sooner canceled as provided in this Agreement.**

Estate for Years.

25.6 **This Lease is intended to be an Estate for Years and not a usufruct. Lessee shall be liable for ad valorem taxes on the Leased Premises, all improvements thereto and all personal, aircraft, fixtures, and equipment operated out of or utilized on the Leased Premises.**

General Provisions

25.7 **Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Agreement.**

25.8 **This Agreement shall be performable and enforceable in Hall County, Georgia, and shall be construed in accordance with the laws of the State of Georgia.**

25.9 This Agreement is made for the sole and exclusive benefit of the City and Lessee, their successors and assigns, and is not made for the benefit of any third party.

25.10 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

25.11 All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

25.12 The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

25.13 In conducting its business hereunder, Lessee acts as an independent contractor and not as agent of the City. The selection, retention, assignment, direction and payment of Lessee's employees shall be the sole responsibility of Lessee and shall not attempt to exercise any control over the daily performance of duties by Lessee's employees.

25.14 Time is of the essence of this agreement.

SECTION 26
SUBORDINATION CLAUSES

26.1 This Agreement is subject and subordinate to the following:

26.1.1 City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.

26.1.2 City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

26.1.3 This Agreement is and shall be subordinate to the provisions of existing and future agreements between City and the United States relative to the operation or maintenance of the Airport, the

execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.

26.1.4 During the time of war or national emergency, City shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be determined by the City in proportion to the degree of interference with Lessee's use of the Leased Premises.

26.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights where subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

SECTION 27
ENTIRE AGREEMENT

27.1 The Agreement contains the entire agreement and Exhibit "A" (Leased Premises), Exhibit "B" (Insurance), and Exhibit "C" (Airport Industrial Park Restrictions & Covenants), and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, and no custom or practice of the parties by Lessee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

27.2 It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the City and the Lessee. The parties agree that no representations or warranties shall be binding upon the City or the Lessee unless expressed in writing in this Agreement of Lease.

SECTION 28
ASSIGNMENT AND SUBLEASE

28.1 Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

28.2 Any assignment or transfer of this Agreement, or any rights of Lessee hereunder, without the consent of the City, shall entitle the City at its option to forthwith cancel this Agreement.

28.3 Any assignment of this Agreement approved and ratified by the City shall be on the condition that the assignee accepts and agrees to all of the terms, conditions and provisions of this Agreement, and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including but not limited to the payment of all sums due and to become due by Lessee under the terms hereof.

28.4 No consent by the City to subleasing by Lessee of portions of the Leased Premises shall in any way relieve Lessee of any of its obligations to the City set forth or arising from this lease and a termination of Lessee's rights hereunder shall terminate all subleases.

28.5 No consent to subleasing by the Lessee to a person, corporation or partnership conducting any business for profit derived from activities at the Airport shall be granted by the City without a duly executed permit agreement between the City and the sub lessee.

28.6 If the Lessee assigns, sells, conveys, transfers, mortgages, or pledges this Agreement or sublets any portion of the Leased Premises in violation of the foregoing provisions of this Section, or has failed to pay any rental due to City, City may collect from any assignee, tenant, sub lessee or anyone who claims a right to this Agreement or who occupies the Leased Premises, any charges or fees payable by it and may apply the net amount collected to the rents herein reserved; and no such collection shall be deemed a waiver by City of the agreements contained in this Section nor of acceptance by City of any assignee, tenant, claimant or occupant, nor as a release of the Lessee by City from the further performance by the Lessee of the agreements contained herein.

SECTION 29
NON-DISCRIMINATION

29.1 The Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of

Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

29.2 The Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

29.3 In this connection, the City reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by City to cease and desist, will constitute a material breach of this Agreement and will entitle the City, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.

29.4 The Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the City, a right to take such action as the United States may direct to enforce such covenant.

29.5 The Lessee shall indemnify and hold harmless City from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse City for any loss or expense incurred by reason of such noncompliance.

SECTION 30

RIGHTS OF ENTRY RESERVED

30.1 The City, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes, provided, such action by the City, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.

30.2 Without limiting the generality of the foregoing, the City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of the City, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the City shall not impose or be construed to impose upon the City any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.

30.3 In the event that any personal property of Lessee shall obstruct the access of the City, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from City or said utility company to do so, the City or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result therefrom, except for claims for damages arising from the City's sole negligence.

30.4 At any reasonable time, and from time to time during the ordinary business hours, the City, by its officers, agents and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.

30.5 Exercise of any or all of the foregoing rights, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed, sealed and delivered

APPROVED AS TO FORM:

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

CITY OF GAINESVILLE

By: _____
C. Danny Dunagan, Jr.
Mayor

Attest: _____
Denise O. Jordan, City Clerk

(CITY SEAL)

LCL HOLDING CO., LLC.

By: _____

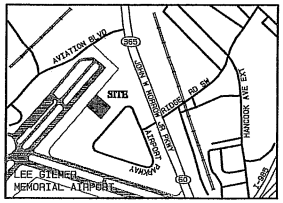
Title:_____

Attest:_____

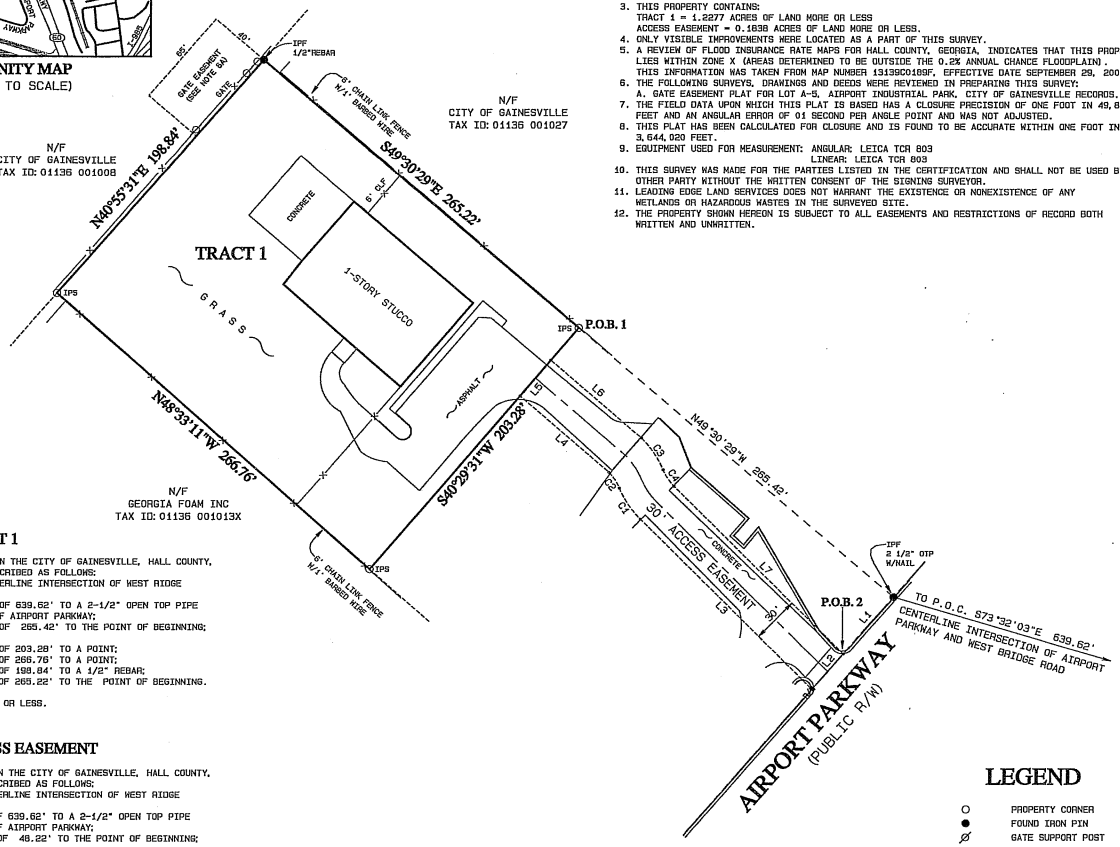
Title:_____

(AFFIX CORPORATE SEAL)

EXHIBIT "A"



VICINITY MAP
(NOT TO SCALE)



NOTES

1. ALL IRON PINS SET ARE 1/2 INCH REBAR.
2. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83.
3. THIS PROPERTY CONTAINS:
   TRACT 1 = 1.2277 ACRES OF LAND MORE OR LESS
   ACCESS EASEMENT = 0.1838 ACRES OF LAND MORE OR LESS.
4. ONLY VISIBLE IMPROVEMENTS WERE LOCATED AS A PART OF THIS SURVEY.
5. A REVIEW OF FLOOD INSURANCE RATE MAPS FOR HALL COUNTY, GEORGIA, INDICATES THAT THIS PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). THIS INFORMATION WAS TAKEN FROM MAP NUMBER 13139C0169F, EFFECTIVE DATE SEPTEMBER 29, 2006.
6. THE FOLLOWING SURVEYS, DRAWINGS AND DEEDS WERE REVIEWED IN PREPARING THIS SURVEY:
   A. GATE EASEMENT PLAT FOR LOT A-9, AIRPORT INDUSTRIAL PARK, CITY OF GAINESVILLE RECORDS.
7. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 49,865 FEET AND AN ANGULAR ERROR OF 01 SECOND PER ANGLE POINT AND WAS NOT ADJUSTED.
8. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 3,644,020 FEET.
9. EQUIPMENT USED FOR MEASUREMENT: ANGULAR: LEICA TCR 803
   LINEAR: LEICA TCR 803
10. THIS SURVEY WAS MADE FOR THE PARTIES LISTED IN THE CERTIFICATION AND SHALL NOT BE USED BY ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR.
11. LEADING EDGE LAND SERVICES DOES NOT WARRANT THE EXISTENCE OR NONEXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTES IN THE SURVEYED SITE.
12. THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD BOTH WRITTEN AND UNWRITTEN.

LAND DESCRIPTION OF TRACT 1

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE CITY OF GAINESVILLE, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT FORMED BY THE CENTERLINE INTERSECTION OF WEST RIDGE ROAD AND AIRPORT PARKWAY;
THENCE NORTH 73°32'03" WEST, A DISTANCE OF 639.62' TO A 2-1/2" OPEN TOP PIPE AT THE NORTHWESTERLY RIGHT OF WAY LINE OF AIRPORT PARKWAY;
THENCE NORTH 49°30'29" WEST, A DISTANCE OF 265.42' TO THE POINT OF BEGINNING;

THENCE SOUTH 40°29'31" WEST, A DISTANCE OF 203.28' TO A POINT;
THENCE NORTH 48°33'11" WEST, A DISTANCE OF 266.76' TO A POINT;
THENCE NORTH 40°55'31" EAST, A DISTANCE OF 198.84' TO A 1/2" REBAR;
THENCE SOUTH 49°30'29" EAST, A DISTANCE OF 265.22' TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 1.2277 ACRES, MORE OR LESS.

LAND DESCRIPTION OF ACCESS EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE CITY OF GAINESVILLE, HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT FORMED BY THE CENTERLINE INTERSECTION OF WEST RIDGE ROAD AND AIRPORT PARKWAY;
THENCE NORTH 73°32'03"WEST, A DISTANCE OF 639.62' TO A 2-1/2" OPEN TOP PIPE AT THE NORTHWESTERLY RIGHT OF WAY LINE OF AIRPORT PARKWAY;
THENCE SOUTH 40°58'42" WEST, A DISTANCE OF 48.22' TO THE POINT OF BEGINNING;

THENCE SOUTH 40°58'42" WEST, A DISTANCE OF 30.06' TO A POINT;
THENCE NORTH 45°21'26" WEST, A DISTANCE OF 155.33' TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 65.00' AN ARC DISTANCE OF 24.09' AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 33°58'33" WEST, A DISTANCE OF 23.95' TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 35.00' AN ARC DISTANCE OF 12.32' AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 33°26'30" WEST, A DISTANCE OF 12.26' TO A POINT;
THENCE NORTH 49°24'32" WEST, A DISTANCE OF 74.97' TO A POINT;
THENCE NORTH 40°29'31" EAST, A DISTANCE OF 30.00' TO A POINT;
THENCE SOUTH 49°24'32" EAST, A DISTANCE OF 76.33' TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 65.00' AN ARC DISTANCE OF 24.66' AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 34°13'31" EAST, A DISTANCE OF 24.51' TO A POINT;
THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 35.00' AN ARC DISTANCE OF 12.80' AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 33°50'15" EAST, A DISTANCE OF 12.73' TO A POINT;
THENCE SOUTH 45°21'26" EAST, A DISTANCE OF 153.18' TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 0.1838 ACRES OF LAND MORE OR LESS.

LINE	BEARING	DISTANCE
L1	S40°58'42"W	48.22'
L2	S40°58'42"W	30.06'
L3	N45°21'26"W	155.33'
L4	N49°24'32"W	74.97'
L5	N40°29'31"E	30.00'
L6	S49°24'32"E	76.33'
L7	S45°21'26"E	153.18'

CURVE	RADIUS	ARC	CHORD	BEARING
C1	65.00'	24.09'	23.95'	N33°58'33"W
C2	35.00'	12.32'	12.26'	N33°26'30"W
C3	65.00'	24.66'	24.51'	S34°13'31"E
C4	35.00'	12.80'	12.73'	S33°50'15"E

LEGEND

○	PROPERTY CORNER
●	FOUND IRON PIN
Ø	GATE SUPPORT POST
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
CLF	CHAIN LINK FENCE
—×—	FENCE LINE

GRAPHIC SCALE 1"=50'
0 50 100 150

REVISIONS:

DATE OF DRAWING: 10/21/08		LAST FIELD WORK: 10/17/08	
MANAGER: DKB	CADD: ABC	CREW CHIEF(S): JKA	
PROJECT NUMBER: 6072-08004		COMPUTER FILE: 6007208004BN	
FIELD BOOK NUMBER: LE 62		SCALE: 1" = 50'	SHEET 1 OF 1

BOUNDARY SURVEY

LOCATED IN
1080 AIRPORT PARKWAY
CITY OF GAINESVILLE, HALL COUNTY, GEORGIA

FOR
RONNIE POWERS

LEADING EDGE LAND SERVICES
GEOMATICS, INC.
5044 B.U. BOWMAN DRIVE
SUITE 106
BUFORD, GEORGIA 30518
PHONE: (770) 904-2472
FAX: (770) 904-2471

EXHIBIT "B" INSURANCE

	VENDOR CLASSIFICATION CHECK APPROPIATE BOX	Lease/Use of Facilities or Grounds/Prop by others
	Type of Insurance	
A	Commercial General Liability Each Occurrence	**1-See Below**
	General Liability	$ 1,000,000.00
	Personal & Advertising Injury	$ 1,000,000.00
	Medical Expense Any One Person	$ 5,000.00
	Damage to Rented Premises	$ 50,000.00
	General Aggregate	$ 2,000,000.00
	Products - Complete / Operations Aggregate	$ 1,000,000.00
B	Auto Liability - Incl BI and PD	**2-See below**
	Combined Single Limit per Accident	
	Any Auto	$ 1,000,000.00
	or	
	All Owned	$ 1,000,000.00
	All Hired	$ 1,000,000.00
	All Non-Hired	$ 1,000,000.00
C	Excess / Umbrella Liability	**3-See Below**
	Each Occurrence	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
D	Workers Compensation and Employers Liability	
	Each Employee	$ 1,000,000.00
	Each Accident	$ 1,000,000.00
E	Disability Benefits	
	Each Employee	Statutory
F	Other - Professional Liability	
	or errors and Omissions or Malpractice	
	Per Claim	
	Damage to others' property in your care	
	custody and control	
Opt	Owners and Contractors Protection	
	Each Occurrence	
	Aggregate	
	All Other Insurance As Required by Law	
	Gainesville City to be named as Additional Insured, Primary / Non-contibutory and waiver of subrogation on these coverage's	**All Lines Except WC**

1 **The Per occurrence and Aggregate limits for specified should apply on a per location or per project basis - If you have questions or you are unsure please see Risk Manager**

2 **Automobile Liability Coverage is required IF an automobile is used in the execution of their or transport does not require Automobile Liability Insurance**

3 **Umbrella should follow form**

EXHIBIT "C"

AIRPORT INDUSTRIAL PARK RESTRICTIONS AND COVENANTS

1. Use of Premises – General Purposes: The real property described herein is subjected to the conditions, covenants, restrictions, reservations and easements hereby declared to insure to the proper use and appropriate development and improvement of each building site thereof; to protect the Lessees of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon and will appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper set backs from streets, and adequate open and clear spaces between structures; and in general to provide adequately for an attractive and high quality of improvement of said property. If desired, Lessee may construct additional buildings on the land provided that (1) prior written approval has been given by Lessor, (2) building construction is done in strict conformance with restrictions and covenants set forth herein, as prescribed in the land use plan promulgated now or in the future by authorities having jurisdictions over the Airport Industrial Park area, and meet all the requirements and subject to approval by the Federal Aviation Administration, and (3) upon expiration of the lease, or termination of same for any reason(s), all additional improvements or buildings constructed by Lessee shall be revert to and become the properties of the Lessor.

2. Definition of Terms: Except as specifically defined herein, all words used in these covenants have their customary dictionary definitions. For the purpose of these provisions, certain words or terms used herein shall be defined as follows: Words used in the present tense include the future tense. Words used in the singular number include the plural, and words used in the plural include the singular. The word "person" includes an individual, a firm, co-partnership, or corporation. The word "lot" includes

the word "plot" or "parcel". The word "building" include the word "structure". Terms used herein, whether referring to the masculine, feminine or neuter gender shall mean all genders. The word "shall" is always mandatory and not merely directory. The word "used" or "occupied" as applied to any land or building, shall be construed to include the words "intended, arranged, or designed to be used or occupied".

Building setback line or building line shall mean a line across a lot between two side lot lines establishing the minimum open space to be provided between the building or buildings and the street right-of-way line.

Building site shall mean a portion or parcel of land devoted to a common use or occupied by a building or group of buildings devoted to a common use, together with the customary accessories and open spaces belonging to same. The term building site and lot shall mean the same land and shall be used interchangeably herein.

Lessor shall mean the City of Gainesville, its successors and assigns unless the context indicates otherwise.

Improvements shall mean and include a commercial or light industrial building or buildings, outbuildings appurtenant thereto, parking areas, loading areas, fences, masonry walls, hedges, lawns, mass plantings and any structures of any type or kind located above ground.

Protective screen shall mean either a permanent wooden or masonry fence at least five (5) feet in height which is at least 50 per cent solid, or a planted row of shrubbery or trees capable of growth to six (6) feet in height after a period of two years and placed close enough together to touch.

Yard shall mean a space on the same lot with a principal building; open, unoccupied and unobstructed by buildings or structures from ground to sky except where encroachments and accessory buildings are expressly permitted.

Yard front shall mean open, unoccupied space on the same lot with a principal building, extending the full width of the lot, and situated between the street right-of-way line and the front line of the building projected to the side lines of the lot.

Yard rear shall mean open, unoccupied space on the same lot with a principal building, extending the full with of the lot, and situated between the rear line of the lot and the rear line of the building projected to side lines of the lot.

Yard sides shall mean open, unoccupied space on the same lot with a principal building, situated between the building and the side line of the lot and extending from the rear line of the front yard to the front line of the rear yard.

3. Restrictions and Covenants:

A. The admission of any occupant to the Gainesville Airport Industrial Park shall be at the discretion of the Lessor, except as hereinafter provided. No industry or other business shall be established, maintained or permitted thereon which may be or become an annoyance or nuisance by reason of unsightliness or the excessive emission of smoke, dust, noise, glare, odor, fumes or vibrations. Determination of whether an industry or business is objectionable for any of the above reasons shall be at the sole discretion of the Lessor.

B. The Lessee shall not use any of the land or premises for the manufacture, storage, distribution or sale of materials or products which shall increase the insurance rates or depreciate the value of the adjoining property or for any purposes which constitute a nuisance in the generally accepted definition of that term, or defined as such by any existing ordinance of the City of Gainesville, Georgia.

C. All structures and improvements must comply with Federal Aviation Administration Regulation Part 77, "Objects Affecting Navigable Air Space", or any changes therein or amendments thereto.

D. Improvements erected on property subject to this declaration as described in Paragraph 1 hereof, shall not exceed forty-five (45) feet in height, provided, however, that water tower or tanks, standpipes, penthouses or structures for housing elevators or elevator equipment, stairways, fire or parapet walls, skylights, tanks, cooling or other towers, flagpoles, gravity flow storage and/or mixing towers or similar structures may exceed this height with the written approval of the Lessor, and in conformity with Federal Aviation Administration regulations as specified in Paragraph 6 sub-section C hereof.

E. Any building or other structures erected on the property shall be constructed primarily of fireproof materials, constructed of masonry or other strong material, and conform with the City of Gainesville building codes. Wooden or frame construction is prohibited insofar as its use in an exposed or visible exterior position is concerned.

F. These covenants shall and do so hereby provide that no improvements as herein defined shall be erected, placed or altered on any building site in said development until the building or other improvement plans, specifications and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the improvements on the building site, giving due regard to the anticipated use thereof as same may affect adjoining structures, uses and operations, and as to location of the improvements with respect to topography, grade and finished ground elevation, by the City of Gainesville, unless and until such right has been expressly granted; and then such right will pass to such assignee; provide, however, that the Lessor, its successors or assigns, shall not be liable in damages to any one so submitting plans for approval or to any owner or owners of land covered by this

instrument by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans; likewise anyone so submitting plans to the Lessor for approval, by the submitting of such plans agrees that he or it will not bring any action or suit to recover for any such damages against the Lessor. Lessee, its successors and assigns, covenant to hold Lessor harmless for any and all claims arising out of the use of the leased property by Lessee and from the negligence of Lessee, its agents, servants or employees from which Lessor is not protected by its governmental immunity.

G. Property fronting on the streets of the industrial areas shall have a building setback line of at least sixty-five (65) feet from street right-of-way line. No structures or buildings shall be located closer than twenty-five (25) feet to any side building site line or rear property line, it being required that an open area of at least fifty (50) feet shall exist between all adjacent but separately owned improvements, both sides and rear.

H. Buildings or other structures or parking or loading areas shall not be built or maintained which, in the aggregate, cover more than 60 percent of the total land area of the property. Neither shall any building or structure above ground extend beyond the building lines, and it is hereby declared that said area between the building lines and property lines is to be used either for open landscaped or green area or for off-street surfaced parking area. Said area shall be attractively landscaped with lawn, trees, shrubs, or similar materials according to plans first approved in writing by Lessor. If said area is to be used for off-street parking, the parking arrangement and surfacing must be planted with a protective screen and likewise be approved in writing by Lessor. Any landscaped areas shall be properly maintained thereafter in a sightly and well-kept condition. Parking areas shall likewise be maintained in good condition.

I. It shall be the responsibility of the Lessee to provide off-street parking facilities for employees, customers, at a ratio of one (1) space for every one and one-half (1-1/2) employees employed on the premises at maximum shift; plus one (1) space for each managerial employee; plus one

(1) visitor space for each ten (10) managerial staff. The size of each parking space shall not be less than three hundred (300) square feet, including aisles, but not driveways thereto. No parking of cars or trucks will be permitted in the street right-of-way. Buildings requiring subsequent expansion of work force shall have the parking space requirement adjusted to accommodate the additional employment.

J. Lessee shall comply with the following landscaping and site improvement condition:

a. Front yard: Front yards of building sites shall be maintained in grass except walks, drive, plantings and flagpoles. Suitable planting shall be provided and maintained in front of the building or incorporated in the architecture of the structure by means of planters. No driveway parallel to the street shall be permitted in the required minimum front yard.

b. Side yard; A partial foundation planting shall be provided

c. Paved area: All areas subject to wheeled traffic shall be paved with bituminous concrete or equivalent surfacing and shall have appropriate bumper or wheel guards when needed. It shall be the Lessee's responsibility to extend driveways to existing or presently projected streets at no expense to the Lessor, even though part of this construction is within the street right-of-way. This work should be done in accordance with the code of the City of Gainesville.

d. Unpaved portion of site: Any area not paved shall be maintained in grass and landscaped, including any such property which may be in a street or utility right-of-way. The removal of undergrowth, weeds, debris, rubbish, trash, excess dirt, industrial wastes or garbage, and any other unsightly material from the property shall be at no expense to the Lessor.

e. Maintenance: It shall be the responsibility of the Lessee to keep the premises, buildings and all improvements in a safe, clean, healthful and presentable condition at all times. It is further mutually agreed by both parties to this lease that Lessee shall be responsible for all repairs, maintenance and upkeep of the land to include soil erosion controls, grassing,

landscaping, and any other necessary works, to make the lot attractive and in a well-kept condition at all times.

K. The following uses shall be permitted within the Gainesville Airport Industrial Park:

a. Any industrial use, except rendering plants, junk yards, chemical plants, oil storage facilities, cement plants, poultry plants or foundries, provided that uses which may cause injurious and obnoxious noise, vibrations, smoke, gas, fumes, odors, dust, fire hazard, or other objectionable conditions shall require a finding by the Lessor that the proposed location, construction and operation will not injure unduly the other tenants in the Industrial Park, either present or future. An enclosure, such as a fence, hedge, or protective screen, shall be required for outdoor storage areas.

b. Wholesaling and warehousing.

c. Airports and airport-related uses.

d. Truck and bus terminals.

e. Restaurants.

f. Services stations (filling stations), as defined in the Gainesville Zoning Ordinance.

g. Farm supply and equipment sales.

h. Business offices.

i. Motels.

L. The maneuvering of trucks and trailers shall be confined to the premises of each establishment. Minimum requirements for off-street loading facilities shall be one loading space at least 12 x 60 feet with a 16-foot height clearance, if covered, for every 10,000 square feet or fraction thereof of floor area, except that all establishments must have a minimum of one 12 x 60 foot space. Loading bays shall be located only on those sides of the building not facing streets and at least twenty-five (25) feet from the nearest right-of-way line. Whenever a loading dock is to be located partially or wholly within a building such loading dock and every part thereof shall be located at

least twenty-five (25) feet from the nearest right-of-way. The actual depth of such loading dock within the building or structure shall be determined in connection with the building plans or improvement plans to be approved as provided in Clause 5, Sections A and F.

M. Power used in or developed or obtained for the operation of any establishment within the confines of the area subjected to these restrictions shall be confined to electrical or substantially equivalent type of power using only oil, gasoline, gas or liquid petroleum products or similar combustible materials in its production, or other products which do not produce excessive smoke, odor or fumes.

N. No billboards or advertising signs other than those identifying the name, business and products of the person or firm occupying the premises shall be permitted, except that plaques, directional signs, and a sign offering the premises for sale or lease may be permitted as provided below.

O. Only permanent signs shall be erected, except that temporary signs may be erected during the construction of a building. No banners, pennants, ribbons or similar devices shall be permitted. The following regulations pertain to all buildings unless otherwise specified:

a. A maximum of two signs will be permitted for each industry occupying a building, including any sign which is part of a building's architecture. In multiple unit buildings the same number of signs will be allowed for each industry, provided that on any such building no signs fixed to the wall may extend above the roof or parapet.

b. Signs shall pertain only to the identification of the business conducted within the building and products sold or manufactured, and to the direction of visitors. No pictures or samples will be permitted on a sign except as part of a trade-mark.

c. The following types of signs will be permitted: horizontal wall signs, otherwise known as belt or face signs, excluding signs painted on the wall itself; plaques attached to the face of the building in proximity to the main entrance and bearing the name or trade-mark of the industry; signs offering the premises for sale or lease, and one free standing sign in accordance with sub-paragraph "e." below.

d. Wall signs shall be a maximum height of four feet; a maximum area of not more than three (3) square feet for each running foot of the face of the building displaying such a sign; and a maximum projection of not more than 12 inches from the face of the building. Plaques shall have a maximum area of eight (8) square feet. Directional signs shall have a maximum area of two (2) square feet. Sale signs shall be as prescribed by the Lessor.

e. Free standing signs are not encouraged but one such sign will be permitted for single occupancy buildings under the following conditions:

1. That the sign be located in the front yard only;

1. That the overall of the free standing sign will not be in excess of 150 square feet;

2. That the actual site location, height and lighting of the sign be approved by the City Architectural Control Committee and the Federal Aviation Authority;

3. That copy of the sign must conform to requirements stated in Paragraph P sub-paragraph "b" above;

4. Wooden or wooden-frame construction is prohibited, and the sign must conform to all other provisions of the City Code.

f. Any spotlight or similar illumination shall be so shielded that the light source is not visible from the street or from adjacent properties. No animated signs shall be allowed.

P. Finished or semi-finished products and other materials placed temporarily outside of the plant will be placed on the rear half of the property. Whenever temporary storage of goods, equipment, supplies and other materials is necessary such open storage area shall be fenced with a screening fence at least five (5) feet in height. All fencing for screening, security or other purpose shall be attractive in appearance and shall be of an all-metal industrial type of galvanized or nonferrous material.

Q. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the building lines established herein except upon approval in writing by the Lessor.

R. Waste will be disposed of in a properly accepted manner, and no industry that produces industrial sewerage will be allowed except upon approval in writing by the Lessor.

S. The Lessee shall agree to execute all easements necessary and reasonable for the further development of the Gainesville Airport Industrial Park, so long as such easements do not interfere with the use and enjoyment of the premises by Lessee, its successors and assigns. Reference to easements includes those for gas, water, sewerage, telephone, entrance and access roads, and electrical lines. Any additional easements essential for the further development of the Airport Industrial Park shall not exceed a width of fifteen (15) feet above or below the ground.

T. Except as hereinafter provided, each of the conditions, covenants, restrictions and reservations set forth above shall continue and be binding upon the Lessee and upon its successors and assigns and upon each of them and all parties and all persons claiming under them for the period of the lease and exercised options.

U. The covenants herein set forth shall run with the land and bind the Lessee, its successors and assigns, and all parties claiming by, through, or under it shall be taken to hold, agree and covenant with the Lessee of said building sites, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon and Lessor or owner of any of the above land shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Lessor to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so as to any subsequent violation. The violation of these restriction shall not defeat or render invalid the lien of any mortgage or Deed to Secure Debt (or Deed of Trust) made in good faith and for value.

V. Lessee may assign, transfer or convey Lessee's leasehold interest hereunder as security for a loan or loans and Lessee shall notify in writing the Lessor of the name or names and addresses of any lending institutions making a loan or loans to Lessee for any project undertaken

hereunder. Lessee shall give by certified mail, return receipt requested, to any such lender or lenders all notices required to be given also to Lessee hereunder. Should Lessee be in default under any provision hereof and Lessor desire to cancel this lease, then and in such event said lender or lenders shall be entitled to assume the lease with all options and obligations for the balance of the term and to negotiate a lease of the premises with a third party subject to the approval of Lessor and the Federal Aviation Administration, which approval shall not be unreasonably withheld on the part of the Lessor. In the event Lessee should cease to hold the premises hereunder for any reason during the term of any such indebtedness or indebtednesses, then said lender or lenders shall succeed to the same rights and privileges granted to Lessee herein.

W. Invalidation of any one of these covenants or any part thereof by judgments or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. Rights of Lender in Case of Default – In the event of any default by Lessee herein in any of the terms or conditions of an outstanding loan evidenced by a Deed to Secure Debt and Promissory Note, whether now existing or hereinafter created to finance the construction of improvements on the leased premises or any additional advancements thereto, then and in that event the lending institution may proceed to foreclose its security interest and exercise any power of sale contained in said documents against the improvements on the land together with the leasehold interest herein created in the land and may convey the leasehold interest created herein, without the prior approval of the Lessor to anyone, said conveyance to be for the remaining term hereunder and the options for extension herein contained.

5. Termination of Lease: Should Lessee, at any time during the term of this lease or any extension hereof, be in default of any of Lessee's obligations hereunder and remain in default more than sixty (60) days after receipt of written notice from Lessor, or should Lessee cancel this lease, the land hereby leased shall revert to Lessor and all improvements located on the leased property shall immediately become the property of Lessor.

6. Assignment and Subletting: except as hereinbefore provided, Lessee may assign this lease or any interest thereunder, or sublet premises or any part thereof, or permit the use of the premises by any party other than Lessee only upon the written consent of Lessor. Sub-tenants or assignees shall become liable directly to Lessor for all obligations of Lessee hereunder, without relieving Lessee of any of its liability.

7. Architectural Control Provision: The design and construction of all structures to be placed upon the lease property shall conform to building codes as well as all applicable rules and regulations of the federal, state or local authorities as they are administered by the Building Inspection Department of the City of Gainesville.

8. Lessor's right to assign its leasehold interests: Lessor shall have the right to sell, transfer or assign any or all its rights hereunder provided such action on the part of Lessor does not infringe upon or impair the rights of Lessee or its assigns hereunder.

9. Improvements subject to FAA approval: All structures and improvements placed upon the leased property shall be subject to the approval of the Federal Aviation Administration, which approval shall be obtained by Lessee prior to any construction.

10. Lessor's power to enforce covenants: Lessor shall have the right to enforce any and all terms of this agreement at law or in equity in any court of competent jurisdiction.

11. Lessor's possession and ownership of improvements at termination of lease: At the termination of this lease all improvements placed on said leased premises shall become the property of Lessor.

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/27/2017

Presenter: Bryan Lackey

Item of Business: BR-2017-09 Transfer of Urban Redevelopment Property to Gainesville Housing Authority

Meeting Date: 2/21/2017

Purpose of Request:

To transfer property in an Urban Redevelopment Area to the Gainesville Housing Authority. The property will be incorporated into the redevelopment of the Green Hunter Homes at 240 Atlanta Street which meets many goals identified in the City's Midtown Gainesville Redevelopment Plan.

History/Background:

A section of Atlanta Street was abandoned in May of 2016 via Ordinance 2016-05 (attached). The abandoned section has been incorporated into the design of Walton Summit which will be constructed at the site of the former Green Hunter Homes (240 Atlanta Street).

The remaining public section of Atlanta Street does not meet public street design standards and serves one business that has frontage and access onto E.E. Butler Parkway. The City and Housing Authority have a desire to incorporate the remaining portion of Atlanta Street into the Walton Summit development.

Facts & Issues for Consideration:

The City adopted the Midtown Gainesville Redevelopment Plan pursuant to the Urban Redevelopment Law on May 4, 2010 via Resolution BR-2010-15 (attached). The Urban Redevelopment Law authorizes a municipality to transfer property in an urban redevelopment area to carry out the purposes of the Urban Redevelopment Law and the Midtown Gainesville Redevelopment Plan. The renovation of the Green Hunter Homes at 240 Atlanta Street meets the criteria and goals of the Urban Redevelopment Law and the Midtown Gainesville Redevelopment Plan.

The City will retain utility easements on the property.

Department Recommendation:

Authorize the 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-2017-09 Transfer Urban Redevelopment Property	Resolution
Atlanta Street Survey - Exhibit A	Attachments/Exhibits
Atlanta Street Legal Description - Exhibit B	Attachments/Exhibits
Ordinance 2016-05 Atlanta Street Abandonment	Backup Material
BR-2010-05 Adoption of Urban Redevelopment Plan	Backup Material

RESOLUTION BR-2017-09

Authorization to Transfer Property to Gainesville Housing Authority Pursuant to the Urban Redevelopment Law O.C.G.A § 36-61-1 et seq.

WHEREAS, via Resolution BR-2010-15 the Gainesville City Council adopted the Midtown Gainesville Redevelopment Plan pursuant to the Urban Redevelopment Law (O.C.G.A. § 36-61-1 et seq.) which provides for the establishment of redevelopment powers by counties and municipalities in the State of Georgia to improve slum areas; and

WHEREAS, the Urban Redevelopment Law authorizes a municipality to transfer property in an urban redevelopment area to carry out the purposes of the Urban Redevelopment Law and the Midtown Gainesville Redevelopment Plan; and

WHEREAS, it is in the public interest of the City that its powers under the Urban Redevelopment Law be exercised to improve the economic and social conditions of the Midtown Redevelopment Area; and

WHEREAS, the Gainesville Housing Authority is redeveloping an area of blight in the Midtown Redevelopment Area by demolishing aging housing units and replacing them with modern units at 240 Atlanta Street, as part of the redevelopment project known as Walton Summit; and

WHEREAS, the City of Gainesville desires to transfer property as shown and described in Exhibit A and B attached hereto to the Gainesville Housing Authority to assist in the redevelopment and to carry out the purposes of the Midtown Gainesville Redevelopment Plan; and

WHEREAS, the transferred property will be incorporated into the redevelopment plans of Walton Summit, and the City will retain all applicable utility easements on the property.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the City Manager and City Attorney to execute deeds and other necessary documents to effectuate the transfer of the property shown and described on Exhibit A and B to the Gainesville Housing Authority.

Adopted this _____ day of _____, 2017.

_____

C. Danny Dunagan, Jr., Mayor

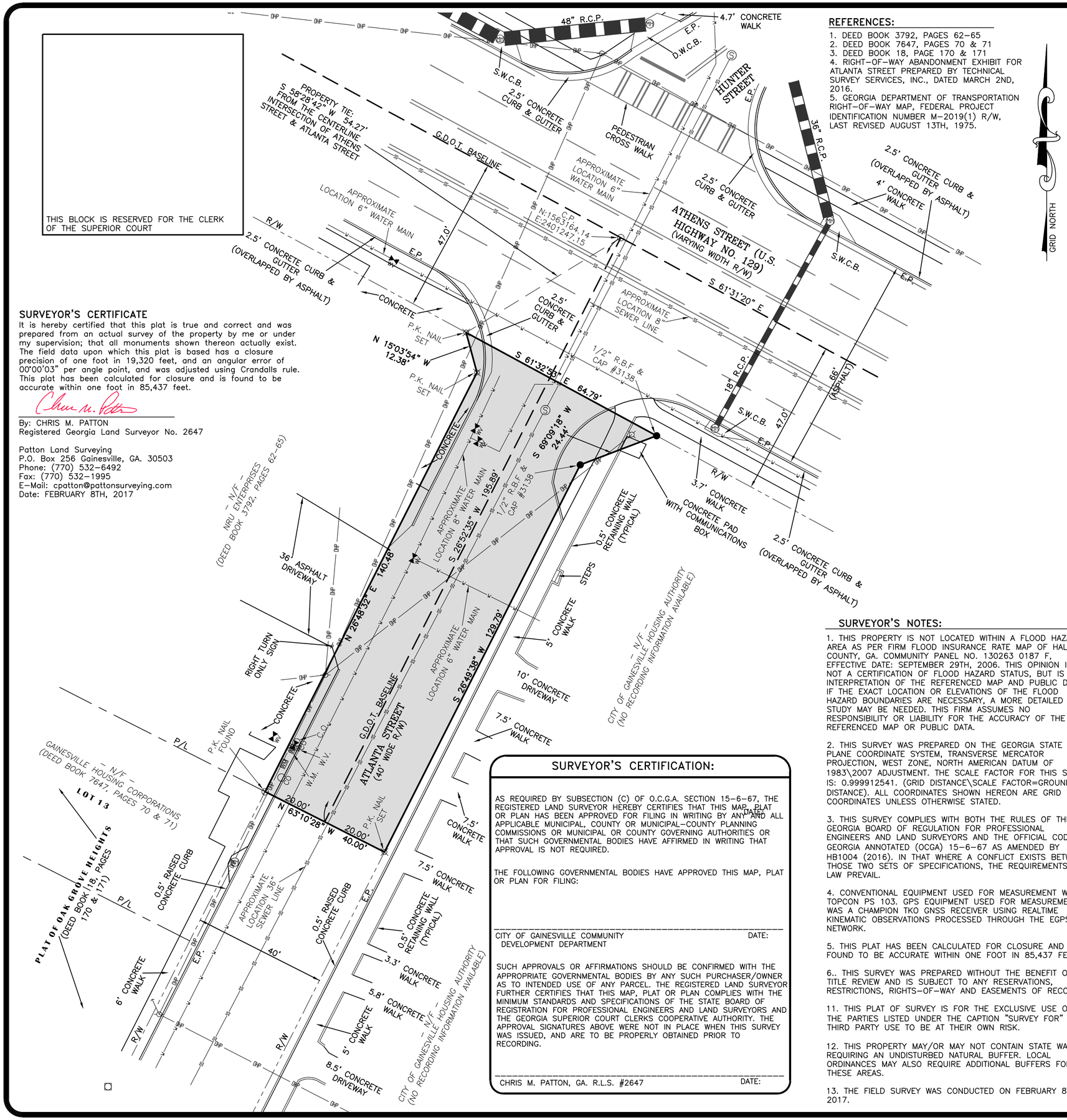
This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____

Denise O. Jordan, City Clerk

THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT



SURVEYOR'S CERTIFICATE

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision; that all monuments shown thereon actually exist. The field data upon which this plat is based has a closure precision of one foot in 19,320 feet, and an angular error of 00°00'03" per angle point, and was adjusted using Crandalls rule. This plat has been calculated for closure and is found to be accurate within one foot in 85,437 feet.

By: CHRIS M. PATTON
Registered Georgia Land Surveyor No. 2647

Patton Land Surveying
P.O. Box 256 Gainesville, GA. 30503
Phone: (770) 532-6492
Fax: (770) 532-1995
E-Mail: cpatton@pattonsurveying.com
Date: FEBRUARY 8TH, 2017

SURVEYOR'S CERTIFICATION:

AS REQUIRED BY SUBSECTION (C) OF O.C.G.A. SECTION 15-6-67, THE REGISTERED LAND SURVEYOR HEREBY CERTIFIES THAT THIS MAP, PLAT OR PLAN HAS BEEN APPROVED FOR FILING IN WRITING BY ANY AND ALL APPLICABLE MUNICIPAL, COUNTY OR MUNICIPAL-COUNTY PLANNING COMMISSIONS OR MUNICIPAL OR COUNTY GOVERNING AUTHORITIES OR THAT SUCH GOVERNMENTAL BODIES HAVE AFFIRMED IN WRITING THAT APPROVAL IS NOT REQUIRED.

THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAT OR PLAN FOR FILING:

CITY OF GAINESVILLE COMMUNITY DEVELOPMENT DEPARTMENT — DATE:

SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY SUCH PURCHASER/OWNER AS TO INTENDED USE OF ANY PARCEL. THE REGISTERED LAND SURVEYOR FURTHER CERTIFIES THAT THIS MAP, PLAT OR PLAN COMPLIES WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE GEORGIA SUPERIOR COURT CLERKS COOPERATIVE AUTHORITY. THE APPROVAL SIGNATURES ABOVE WERE NOT IN PLACE WHEN THIS SURVEY WAS ISSUED, AND ARE TO BE PROPERLY OBTAINED PRIOR TO RECORDING.

CHRIS M. PATTON, GA. R.L.S. #2647 — DATE:

REFERENCES:

1. DEED BOOK 3792, PAGES 62-65
2. DEED BOOK 7647, PAGES 70 & 71
3. DEED BOOK 18, PAGE 170 & 171
4. RIGHT-OF-WAY ABANDONMENT EXHIBIT FOR ATLANTA STREET PREPARED BY TECHNICAL SURVEY SERVICES, INC., DATED MARCH 2ND, 2016.
5. GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, FEDERAL PROJECT IDENTIFICATION NUMBER M-2019(1) R/W, LAST REVISED AUGUST 13TH, 1975.

SURVEYOR'S NOTES:

1. THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF HALL COUNTY, GA. COMMUNITY PANEL NO. 130263 0187 F, EFFECTIVE DATE: SEPTEMBER 29TH, 2006. THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OR ELEVATIONS OF THE FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE REFERENCED MAP OR PUBLIC DATA.

2. THIS SURVEY WAS PREPARED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, WEST ZONE, NORTH AMERICAN DATUM OF 1983\2007 ADJUSTMENT. THE SCALE FACTOR FOR THIS SITE IS: 0.999912541. (GRID DISTANCE\SCALE FACTOR=GROUND DISTANCE). ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES UNLESS OTHERWISE STATED.

3. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGULATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB1004 (2016). IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.

4. CONVENTIONAL EQUIPMENT USED FOR MEASUREMENT WAS A TOPCON PS 103. GPS EQUIPMENT USED FOR MEASUREMENT WAS A CHAMPION TKO GNSS RECEIVER USING REALTIME KINEMATIC OBSERVATIONS PROCESSED THROUGH THE EGPS NETWORK.

5. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 85,437 FEET.

6.. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

11. THIS PLAT OF SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED UNDER THE CAPTION "SURVEY FOR" ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.

12. THIS PROPERTY MAY/OR MAY NOT CONTAIN STATE WATERS REQUIRING AN UNDISTURBED NATURAL BUFFER. LOCAL ORDINANCES MAY ALSO REQUIRE ADDITIONAL BUFFERS FOR THESE AREAS.

13. THE FIELD SURVEY WAS CONDUCTED ON FEBRUARY 8TH, 2017.

LEGEND:

- A.I.F. – ANGLE IRON FOUND
- A.F. – AXLE FOUND
- C.M.F. – CONCRETE MONUMENT FOUND
- A.M.F. – ALUMINUM MONUMENT FOUND
- C.T.F. – CRIMP TOP PIN FOUND
- R.B.F. – REBAR FOUND (SEE DRAWING FOR SIZE)
- O.T.F. – OPEN TOP FOUND (SEE DRAWING FOR SIZE)
- I.P.F. – IRON PIN FOUND
- P.K.N.F. – PARKER KALON NAIL FOUND
- F.X. – X-CUT FOUND
- N.F. – NAIL FOUND
- R.F. – ROCK FOUND
- R.R.F. – RAILROAD SPIKE FOUND
- T.F. – TACK FOUND
- P.K.N.S. – PARKER KALON NAIL SET
- R.B.S. – 1/2" REBAR SET WITH CAP
- C.M.S. – CONCRETE MONUMENT SET
- N.S. – NAIL SET
- C.P. – CALCULATED POINT
- D.I. – DROP INLET
- J.B. – JUNCTION BOX
- W.I. – WIER INLET
- Y.I. – YARD INLET
- C.V. – CABLE TV VAULT
- C.R. – CABLE RISER
- T.R. – TELEPHONE RISER
- T.V. – TELEPHONE VAULT
- T.P. – TELEPHONE POLE
- T.M.H. – TELEPHONE MANHOLE
- A.C. – AIR CONDITIONER
- P.B. – POWER TRANSFORMER BOX
- E.P.B. – ELECTRIC PULL BOX
- P.M. – POWER METER
- P.P. – POWER POLE
- F.L. – FLOOD LIGHT
- S.P. – SERVICE POLE
- L.P. – LIGHT POLE
- G.W. – GUY WIRE
- G.P. – GUY ANCHOR POLE
- E.S. – ELECTRIC SERVICE
- W.M. – WATER METER
- W.V. – WATER VALVE
- F.H. – FIRE HYDRANT
- F.D.C. – FIRE DEPARTMENT CONNECTION
- I.C.V. – IRRIGATION CONTROL VALVE
- W.P. – WELL POINT
- S.P.G. – WATER SPIGOT
- C.O. – SANITARY CLEANOUT
- S.S.M.H. – SANITARY SEWER MANHOLE
- G.V. – SANITARY GATE VALVE
- H.W. – HARDWOOD TREE
- P.T. – PINE TREE
- M.T. – MISCELLANEOUS TYPE TREE
- U.M. – UNKNOWN TYPE MANHOLE
- GAS – GAS VALVE
- G.M. – GAS METER
- P. – PROPANE TANK
- F.P. – FLAG POLE
- T.S.P. – TRAFFIC SIGNAL POLE
- T.S.B. – TRAFFIC SIGNAL BOX
- B.O. – WATER BLOW OFF
- B.F.P. – WATER BACKFLOW PREVENTER
- M.W. – MONITORING WELL
- B.P. – BOLLARD POST
- S.N.L. – TRAFFIC SIGN
- E.P. – EDGE OF PAVEMENT
- B.C. – BACK OF CURB
- S.W.C.B. – SINGLE WING CATCH BASIN
- D.W.C.B. – DOUBLE WING CATCH BASIN
- I.E. – INVERT ELEVATION
- C.M.P. – CORRUGATED METAL PIPE
- R.C.P. – REINFORCED CONCRETE PIPE
- B.C.C.M.P. – BITUMINOUS COATED CORRUGATED PIPE
- H.D.P.E. – HIGH DENSITY POLYETHYLENE PIPE
- P.V.C. – POLYVINYL CHLORIDE PIPE
- D.I.P. – DUCTILE IRON PIPE
- R.W. – RETAINING WALL
- —T— – BURIED TELEPHONE LINE
- —V— – OVERHEAD TELEPHONE LINE
- —W— – BURIED WATER MAIN
- —SS— – BURIED SEWER LINE
- —G— – BURIED GAS LINE
- —E— – BURIED ELECTRIC LINE
- —TV— – BURIED CABLE TV
- —O— – CHAIN LINK FENCE
- —□— – WOOD FENCE
- —×— – WIRE FENCE
- —OHP— – OVERHEAD POWER LINES
- P/L – PROPERTY LINE
- R/W – RIGHT-OF-WAY
- N/F – NOW OR FORMERLY
- ℄ – CENTERLINE
- INTX – INTERSECTION
- R – CURVE RADIUS
- L – CURVE ARC LENGTH
- Δ – CURVE CENTRAL ANGLE
- C BRG – CHORD BEARING
- C DIST – CHORD DISTANCE
- L.L. – LAND LOT
- N – NORTHING COORDINATE
- E – EASTING COORDINATE
- S/B – SETBACK
- P.O.B. – POINT OF BEGINNING
- P.O.C. – POINT OF COMMENCEMENT
- – CONTINUOUS OWNERSHIP
- G.D.O.T. – GEORGIA DEPARTMENT OF TRANSPORTATION

AREA: 0.14 ACRES

20' 0' 20' 40' 60'
GRAPHIC SCALE – FEET – 1" = 20'

REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 256
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
FAX: (770) 532-1995
www.pattonsurveying.com
PATTON LAND SURVEYING, LLC

DRAFTED BY: C.H.K.
SURVEYED BY: H.R. & J.H.
CHECKED BY: C.M.P.
COMPUTATIONS BY: C.H.K.

GEORGIA REGISTERED PROFESSIONAL No. 2647 LAND SURVEYOR CHRIS M. PATTON
HALL COUNTY SURVEYOR

RETRACEMENT SURVEY FOR:
CITY OF GAINESVILLE
– LOCATED IN –
LAND LOT 149
9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

REVISIONS:
DATE:

SHEET NUMBER:
1 of 1
SCALE: 1" = 20'
SURVEY DATE: 02/03/2017
PLAT DATE: 02/08/2017
17-023.dwg
JN. 17-023

LEGAL DESCRIPTION:

All that tract or parcel of land lying Land Lot 149, 9th Land District, City of Gainesville, Hall County, Georgia, as shown on a survey and plat prepared by Patton Land Surveying, LLC, for the City of Gainesville dated February 8th, 2017, and being more particularly described as follows:

Commencing at a point located at Georgia State Plane Coordinate, Northing 1563164.14, Easting 2401247.15 located at the Centerline Intersection (C/L) of Athens Street (U.S. Highway No. 129) & Atlanta Street; Thence South 58°28'42" East for a distance of 54.27' feet to a PK Nail set at the mitered right-of-way corner at the Southwest corner of the intersection of Athens Street & Atlanta Street and said point being the TRUE POINT OF BEGINNING.

Thence following Athens Street the following course:

Thence South 61 degrees 32 minutes 53 seconds East for a distance of 64.79 feet to a 1/2" rebar pin found with cap #3138 on the mitered right-of-way corner at the Southeast corner of the intersection of Athens Street & Atlanta Street;

Thence following said mitered right-of-way corner the following course:

Thence South 69 degrees 09 minutes 18 seconds West for a distance of 24.44 feet to a 1/2" rebar pin found with cap #3138 on the Easterly right-of-way line of Atlanta Street (40' wide r/w);

Thence following Atlanta Street the following course:

Thence South 26 degrees 49 minutes 38 seconds West for a distance of 129.79 feet to a PK Nail set;

Thence leaving Atlanta Street the following course:

Thence North 63 degrees 10 minutes 28 seconds West for a distance of 40.00 feet to a PK Nail found on the Westerly right-of-way line of Atlanta Street;

Thence following Atlanta Street the following course:

Thence North 26 degrees 48 minutes 32 seconds East for a distance of 140.48 feet to a PK Nail set on the mitered right-of-way corner at the Southwest corner of the intersection of Athens Street & Atlanta Street;

Thence following said mitered right-of-way corner the following course:

Thence North 15 degrees 03 minutes 54 seconds West for a distance of 12.38 feet to a point and said point being the POINT OF BEGINNING

Together with and subject to covenants, easements, and restrictions of record.
Said property contains 0.14 acres more or less.

GEORGIA REGISTERED PROFESSIONAL No. 2647 LAND SURVEYOR CHRIS M. PATTON

PATTON
LAND SURVEYING, LLC
REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 256
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
FAX: (770) 532-1995
www.pattonsurveying.com

LEGAL DESCRIPTION FOR:

CITY OF GAINESVILLE

-LOCATED IN-

LAND LOT 149
9TH LAND DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

SCALE:	DATE:	17-023.dwg
N/A	02/09/2016	JN. 17-023

First Reading:	**05/03/2016**
Passed:	**05/17/2016**

AN ORDINANCE

No. 2016-05

AN ORDINANCE OFFICIALLY DISCONTINUING, CLOSING AND ABANDONING A 0.603± ACRE (669± LINEAR FEET) PORTION OF RIGHT-OF-WAY KNOWN AS ATLANTA STREET, LOCATED BETWEEN CHESTNUT STREET AND E. E. BUTLER PARKWAY; WITH ALL ACREAGE BEING LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, GEORGIA; TO RESERVE A UTILITY EASEMENT THE FULL WIDTH OF THE RIGHT-OF-WAY TO CONSTRUCT AND MAINTAIN EXISTING AND FUTURE UTILITIES; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Gainesville, hereinafter referred to as the "City", having determined that a 0.603± acre (669± linear feet) portion of right-of-way known as Atlanta Street as defined by the following Legal Description has been discontinued, closed, and abandoned.

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

Conditions

1. **The development standards within the narrative, site plan and architectural renderings submitted with the applicant's rezoning application shall be made part of the zoning ordinance, and shall be subject to the Community Development Director approval.**
2. **The existing 40-foot wide right-of-way of Atlanta Street to be abandoned shall be retained as a combined utility easement for operating and maintaining the existing 8-inch water line and 36-inch sanitary sewer line contained therein, and shall be recorded by plat and referenced to within the deed provided by the applicant or property owner.**
3. **An updated as-built survey/plat of the subject property, indicating existing conditions and all improvements shall be recorded prior to obtaining a Certificate of Occupancy for the future use.**

Legal Description

All that tract or parcel of land lying and being in Land Lot 149 of the 9th District, City of Gainesville, Hall County, Georgia and being more particularly described as follows:

BEGINNING at the intersection of the easterly Right of Way of Atlanta Street (40' R/W) and the northeasterly Right of Way of Chestnut Street (50' R/W) and running across said Right of Way of Atlanta Street North 31° 26' 10" West a distance of 47.00 feet to an iron pin set; thence running along said westerly Right of Way of Atlanta Street North 26° 53' 02" East a distance of 644.64 feet to a point; thence running across said Right of Way South 63° 07' 50" East a

distance of 40.00 feet to a point; thence South 26° 53' 02" West a distance of 669.34 feet to the POINT OF BEGINNING.

Said tract contains 0.603 Acres (26,280 Square Feet).

SECTION I.

That the right-of-way as above described is hereby discontinued, closed, and abandoned.

SECTION II.

That the City of Gainesville reserves an easement over the full width and length of the abandoned property to construct and maintain existing and future utilities within the abandoned property.

SECTION III.

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

SECTION IV.

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

SECTION V.

The effective date of this Ordinance shall be 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

CITY OF GAINESVILLE GEORGIA CHARTERED 1821

RESOLUTION BR-2010 - 15

Adoption of the Midtown Gainesville Redevelopment Plan
Pursuant to the Urban Redevelopment Law (O.C.G.A. § 36-61-1 et seq.)

WHEREAS, the Urban Redevelopment Law (O.C.G.A. § 36-61-1 et seq.) provides for the establishment of redevelopment powers and the creation of urban redevelopment plans by counties and municipalities in the State of Georgia to improve slum areas; and

WHEREAS, the City Council designated by resolution the Midtown Redevelopment Area as a slum area, as defined in paragraph (18) of Code Section 36-61-2; and

WHEREAS, the Midtown Gainesville Redevelopment Plan has been prepared for the Midtown Redevelopment Area; and

WHEREAS, the City Council held a public hearing on the Midtown Gainesville Redevelopment Plan on May 4, 2010; and

WHEREAS, as stated in paragraph (d) of Code Section 36-61-7, the City Council finds that a feasible method exists for the relocation of families that may be displaced; the Midtown Gainesville Redevelopment Plan conforms to the general plan of the City of Gainesville as a whole; and adoption of the Midtown Gainesville Redevelopment Plan will afford maximum opportunity for the redevelopment of the Midtown Redevelopment Area by private enterprise; and

WHEREAS, it is in the public interest of the City that the Urban Redevelopment Law be exercised to improve the economic and social conditions of the Midtown Redevelopment Area in order to remedy the detrimental effects of its current depressed and underutilized state; and

WHEREAS, adoption of the Midtown Gainesville Redevelopment Plan pursuant to the Urban Redevelopment Law (O.C.G.A. § 36-61-1 et seq.) is necessary to restore this area as the town center of the City of Gainesville; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of Gainesville, Georgia hereby adopts the attached Midtown Gainesville Redevelopment Plan pursuant to the Urban Redevelopment Law (O.C.G.A. § 36-61-1 et seq.).

Adopted this 4th day of May, 2010.

Ruth H. Bruner
Mayor Ruth H. Bruner

George Wangemann
Council Member George Wangemann

Mayor Pro Tem C. Danny Dunagan, Jr.

Robert L. Hamrick
Council Member Robert L. Hamrick

Myrtle W. Figueras
Council Member Myrtle W. Figueras

ATTEST:

Denise O. Jordan
Denise O. Jordan, City Clerk

CITY OF GAINESVILLE GEORGIA CHARTERED 1821

CITY OF GAINESVILLE
CITY MANAGER'S OFFICE
•
Denise Jordan, CMC
City Clerk
•
300 Henry Ward Way
Post Office Box 2496
Gainesville, Georgia 30503-2496
Telephone: 770 . 535 . 6862
Fax: 770 . 297 . 5405
Web Site: www.gainesville.org

CERTIFIED RESOLUTION

STATE OF GEORGIA
COUNTY OF HALL

This is to certify that I am City Clerk of the City Council of the City of Gainesville. As such, I keep its official records, including its minutes, and in that capacity do certify that Resolution BR-2010-15 was adopted on May 4, 2010. Documentation of such action was recorded in the official minutes.

Witness of my official signature and seal this 5th day of May, 2010.

Denise O. Jordan

Denise O. Jordan, City Clerk

(Seal)

CITY OF GAINESVILLE
GEORGIA
CHARTERED 1821

Midtown Gainesville Redevelopment Plan & Tax Allocation District

Hall County, Georgia

Prepared for
The City of Gainesville

The Hall County Commission
and
The Gainesville City Schools Board of Education

By
Bleakly Advisory Group
&
McKenna Long & Aldridge LLP

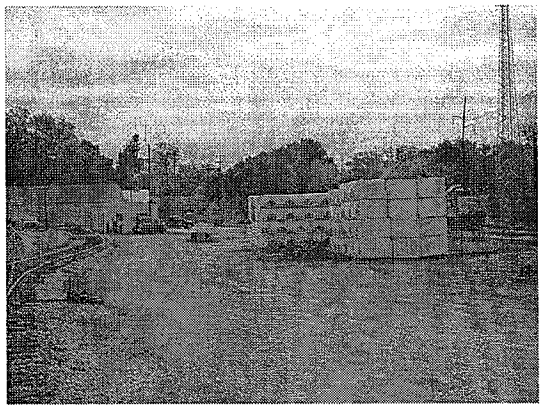
September 18, 2006

Executive Summary

In the last decade a five-block area of Gainesville's Central Business District (CBD) has witnessed more than $25 million of new development, renovations, and streetscape and parks improvements.

Gainesville has been successful at working in partnership with private developers to renovate this area of the city's CBD, helping to renew its historic position as a central gathering area and to give downtown Gainesville a sense of place, a unique, pedestrian-friendly cluster of institutional, office and passive parkland for its residents to use and enjoy.

As they have been working in the CBD, city leaders have also consistently looked southward into Midtown to plan for a future that offers similar redevelopment successes. Midtown is currently an underutilized, undervalued approximately 270+/- acre area filled with low-income residential units, heavy commercial properties, a county detention center, vacant parcels, an abandoned rail line, an underground piped stream and historic treasures that have not been maintained.



The City of Gainesville recognizes that with the proper combination of incentives, Midtown Gainesville's era of decline and lack of investment can be turned around. The area has the potential to be transformed into a vital neighborhood of combined uses – residential, commercial, office, institutional and light industrial development – in which cultural and historic resources can be incorporated to create a revitalized, thriving community that will generate robust economic activity.

The *Midtown Gainesville Redevelopment Plan and Tax Allocation District* is inspired by the community's long-held vision of redeveloping Midtown into a live, work and play area that includes newly developed residences, offices, retail spaces, and beautiful new linear and recreational parks. This potential renaissance can be traced back to several City plans, but support for it remains evident in the 2025 *Gainesville Hall County Comprehensive Plan.* Public participation and surveys conducted for both the Comprehensive Plan and *The Renaissance of Midtown Gainesville Redevelopment Plan,* published in 2001, reveal the community's desire in developing this vision.

> ***"Tax Increment Financing (via a Tax Allocation District) definitely offers an opportunity to craft a public/private partnership where the public sector provides needed improvements and the private sector funds them in the form of future tax payments."***
>
> – Jordan Jones & Goulding, *Technical Memorandum: Phase II Findings – The Renaissance of Midtown Gainesville Study*, January 16, 2002

If approved, the TAD will allow the City to provide a valuable incentive to redevelop a significant portion of this approximately 270+/- acre area through public/private partnerships that will bring a long-desired mix of new retail, commercial, residential, public and recreational activity to the City. The redeveloped area will create a well-defined Midtown to bridge to the city's CBD, expanding the heart of the city to create a new, larger public focal point that will create jobs, spur additional mixed-use redevelopment within the city's historic center and adjacent to the city's

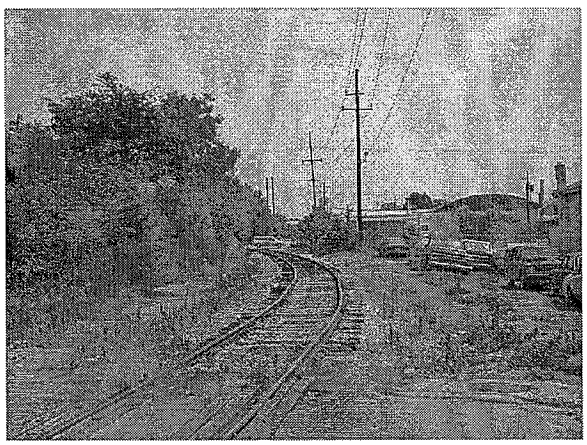
historic commercial core, and provide new public spaces that will bring all of Gainesville's citizens together.

The proposed redevelopment will create jobs and homes for Gainesville residents. It will attract essential commercial and retail businesses, create desirable recreational spaces and consolidate necessary public services at a location central to all Gainesville residents. Midtown Gainesville will once again attract citizens from throughout Hall County, as well as tourists and shoppers, further enhancing the direction growth takes in Gainesville and Hall County.

The Opportunity

Midtown Gainesville is important to the entire city with its proximity to the CBD and major transportation facilities. Despite the area's economic decline and deterioration, Midtown's existing infrastructure may offer an advantage to promoting well-planned economic development in the area.

The Midtown Gainesville TAD will generate a major increase in property tax collections within an area that in recent years has added only modestly to City, County or School District tax revenues. The private redevelopments proposed for the TAD – commercial, residential and retail facilities – will spur the growth of the City's property tax digest within the proposed tax allocation district.



This increase would then be captured to repay the cost of site preparation and public improvements at no extra cost to taxpayers.

The TAD would cause no decline in the City, County and School District's current operating tax base.

In fact, TAD redevelopment efforts often are found to inspire redevelopment in areas bordering the district, increasing property values and further adding to the tax base.

Two key findings support the creation of the proposed TAD

- The Midtown area includes a mix of heavy commercial establishments, light industrial sites, vacant parcels and scattered residences that are predominantly rental units. Many of the homes and commercial structures in the area are in dire need of maintenance and investment.
- Improvement of the proposed redevelopment area is likely to significantly enhance the value of a substantial portion of the City within the TAD boundaries. It will also enhance the value of and provide important resources to the commercial and residential property adjacent to the district.

The Problem

Although centrally located and sandwiched between the railroad corridor and the city's CBD, this historic heart of Gainesville, the site of the proposed Midtown Gainesville Redevelopment Area and Tax Allocation District has seen very limited private economic activity or growth in more than half a century. A series of identified redevelopment focus areas within Midtown currently have land uses that vary from public housing units to industrial and heavy commercial sites, vacant land parcels, churches, public institutional facilities including a detention center, public utilities, a hotel, retail, an old iron works site, brownfields, and an abandoned railroad track.

> ***"Ultimately, the Midtown area is seen as an opportunity to serve as an extension of Downtown. Redevelopment success can create a critical mass of mixed uses that serve as a live, work, and play area for the City. City residents and officials envision linking Midtown and Downtown to Lake Lanier with a greenway that connects through the Rock Creek Greenway."***
>
> *– 2025 Gainesville Hall County Comprehensive Plan*

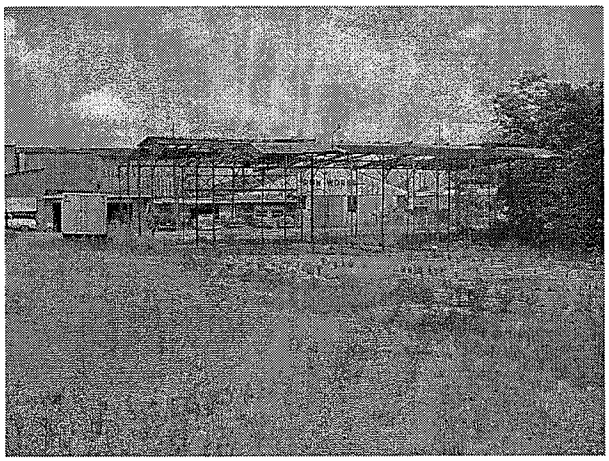
The goal of the City's redevelopment effort is to reinvigorate Midtown with new residences, shops, offices, entertainment and recreational areas that will link Midtown and Downtown with residents in neighborhoods as far away as Lake Lanier. The Midtown Gainesville Redevelopment Plan and Tax Allocation District are the City's next steps in its strategic plan.

The citizens of Gainesville have voiced their support for redeveloping Midtown in every planning session and workshop leading up to this proposal. They seek new development in Midtown that will incorporate more green space with the area's historic and cultural resources. They envision a thriving, revitalized community in a critical central area that has been in major decline for more than half a century.

Key Challenges to Midtown Gainesville's Redevelopment

The area contained within the Midtown Gainesville Redevelopment Area and Tax Allocation District poses many challenges to redevelopment:

- A high concentration of poverty and blight;
- Brownfields created from former heavy industrial uses in the area;
- A large number of residential and commercial buildings that are in some form of disrepair. Blight in the area is highlighted by the sagging roofs, broken windows, missing siding and general litter found around these structures.;



- The presence of the Hall County Detention Center since 1980, a large, imposing structure surrounded by barbed wire;
- A large amount of vacant properties;
- An abandoned rail corridor that intersects the area; and
- A partially underground piped stream whose 500-year flood plain encroaches on the area.

The proposed Midtown Gainesville Redevelopment Area sits squarely south of the City's historic downtown. This area is under populated, with few buildings of any character that would attract economic investment, and a moderate level of business activity except for limited heavy commercial uses. The only hint of economic prosperity lies in the southeastern end of this area, where trains rumble through daily, carrying products and prosperity elsewhere.

Midtown Gainesville Meets the State's Criteria for Redevelopment

> *It is found and declared that economically and socially depressed areas exist within counties and municipalities of this state and that these areas contribute to or cause unemployment, limit the tax resources of counties and municipalities .... It is, therefore, in the public interest that such areas be redeveloped to the maximum extent practicable ....* **To encourage such redevelopment, it is essential that the counties and municipalities of this state have additional powers to form a more effective partnership with private enterprise to overcome economic limitations that have previously impeded or prohibited redevelopment of such areas.**
>
> - Official Code of Georgia Annotated, Code Section 36-44-2

The Georgia General Assembly amended the Redevelopment Powers Law, which governs the operation of TAD's, in 2001 to include encouraging the redevelopment of "depressed non-urban areas within counties and municipalities" and to "expand the characteristics of areas eligible for designation as redevelopment areas," among other points. The goal was to amend the law so it could be applied to the types of projects that are more often found in older, already developed suburban counties. Sections of the Official Code of Georgia Annotated, Code Section 36-44-2 of the Redevelopment Powers Law state that:

- ...redevelopment may include any one or more of the following: the construction of or renovation, rehabilitation ... demolition, alteration or expansion of any existing building or other facility for use in any business, commercial, industrial, governmental ... or social activity; ... the preservation ... improvement, maintenance and creation of open spaces or green spaces; the development, construction ... of facilities for the improvement of pedestrian access and safety; improvement or increasing the value of property.

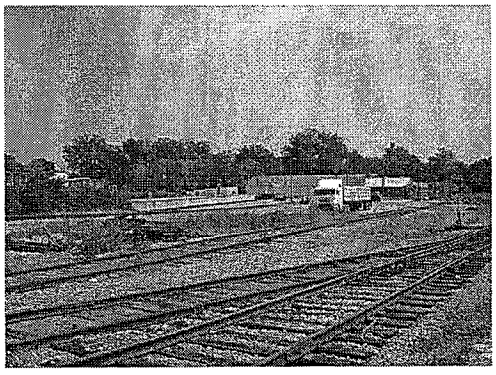
- Redevelopment area means ... any area located within an urbanized or developed area which is substantially underutilized by containing open lots or parcels of land or by containing a substantial number of buildings or structures which are 40 years old or older or by containing structures or buildings of relatively low value as compared to the value of structures or buildings in the vicinity of the area.

Midtown Gainesville Qualifies as a Tax Allocation District

The redevelopment area proposed for the Midtown Gainesville TAD fits the criteria detailed in the Official Code of Georgia Annotated, Code Section 36-44-2 of the Redevelopment Powers Law:

- The Midtown Gainesville redevelopment area on the whole has not been subject to significant growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the redevelopment plan.

- The current condition of the proposed Midtown Gainesville site is less desirable than would be its redevelopment for new residential, commercial and recreational uses.



- The future uses proposed for a redeveloped Midtown Gainesville would bring the proposed redevelopment area in line with long-held planning goals of the City of Gainesville and Hall County. The redevelopment plan conforms with the City's latest comprehensive plan, the 2025 *Gainesville Hall County Comprehensive Plan.* It also conforms to the City's new overlay zoning ordinances which were updated to conform to public demand for mixed-use, live-work-play communities.

POTENTIAL DEVELOPMENTS IN FOCUS AREAS OF MIDTOWN GAINESVILLE TAD

	Acreage	Units/S.F.	Value per Unit/S.F.	Total Value
Focus Area A: Jewell/Queen City				
Small lot S.F./townhome	10	100	$250,000	$25,000,000
Multifamily				
Office	5	50,000	$125	$6,250,000
Retail/Restaurant	5	50,000	$120	$6,000,000
Other commercial				
Open space	2			
Subtotal	22			$37,250,000
Focus Area B: Jewell/GA. Mountains				
Small lot S.F./townhome				
Multifamily	3	75	$200,000	$15,000,000
Office				
Retail/Restaurant	2	20,000	$125	$2,500,000
Other commercial--hotel	1	60,000	$125	$7,500,000
Open space	1.1			
Subtotal	7.1			$ 25,000,000
Focus Area C: Town View Reuse				
Small lot S.F./townhome				
Multifamily				
Office	3	100,000	$140	$14,000,000
Retail/Restaurant	3	70,000	$125	$8,750,000
Open space	1.3			
Subtotal	7.3			$22,750,000
Focus Area D: Atlanta Street Apts.				
Small lot S.F./townhome	8	80	$225,000	$18,000,000
Multifamily	10	250	$125,000	$31,250,000
Office				
Retail/Restaurant	1	20,000	$120	$2,400,000
Open Space	1.1			
Subtotal	20.1			$51,650,000
Focus Area E: Railroad/Iron Works				
Small lot S.F./townhome	10	100	$225,000	$22,500,000
Multifamily	6	210	$200,000	$42,000,000
Office				
Retail/Restaurant	4	50,000	$125	$6,250,000
Other Commercial	6	75,000	$120	$9,000,000
Open space	3			
Subtotal	29			$79,750,000
Focus Area F: Midtown Greenway				
Small lot S.F./townhome	15	150	$260,000	$39,000,000
Multifamily	8	280	$220,000	$61,600,000
Office	3	80,000	$135	$10,800,000
Retail/Restaurant*	3	20,000	$120	$2,400,000
Open space	11			
Subtotal	40			$113,800,000

POTENTIAL DEVELOPMENTS IN FOCUS AREAS OF MIDTOWN GAINESVILLE TAD		
Development Totals		
Small lot S.F./townhome	430 units	
Multifamily	815 units	
Office	230,000 s.f.	
Retail/Restaurant*	230,000 s.f.	
Other Commercial	135,000 s.f.	
Total Value		***$330,200,000***

By proposing the Midtown Gainesville redevelopment area as a tax allocation district, the City of Gainesville is moving its vision for the area's redevelopment to the next level. Since the City's 2001 publication of the forward-looking study commissioned of Jordan, Jones & Goulding, *The Renaissance of Midtown Gainesville*, the City has worked steadily on its recommendations to create improvements in Midtown. Its continued work ensures that planning documents and reports created to better the area do not sit on the shelf. The need for redevelopment of the Midtown area was echoed in the recent Gainesville Hall County Comprehensive Plan:

> ***"It is important to note that the City's method of redeveloping Midtown is to make strategic public investments in order to attract private redevelopment of property. The City does not plan to get in the business of redeveloping property."***
>
> *– 2025 Gainesville Hall County Comprehensive Plan*

The City of Gainesville is authorized to exercise the powers given to municipalities under the State Redevelopment Powers Law, including, but not limited to designating redevelopment areas and establishing tax allocation districts. Within such districts, the City may use tax increments to fund the costs of redevelopment. The proposed Midtown Gainesville TAD qualifies as a redevelopment area under this statute for its underdeveloped characteristics, which are fully described in this redevelopment plan.

Investment Proposed: Midtown Gainesville Redevelopment Plan

PROPOSED BUDGET FOR MIDTOWN TAD INFRASTRUCTURE		
Infrastructure Component		**Estimated Cost**
Phase I: Midtown Greenway	$	700,000
Phase II: High Grove Park	$	1,500,000
Phase III: The Frog Skate Park	$	500,000
Phase IV: Main Street Streetscape/Pedestrian Overpass	$	2,000,000
Estimated Greenway Budget	$	4,700,000
Pedestrian Overpasses on Jesse Jewell Parkway	$	1, 600,000
Project-Specific Infrastructure (Focus Areas A-F)	$	22,700,000
Total Estimated Midtown TAD Infrastructure Budget	**$**	**29,000,000**

Source: City of Gainesville, 2001Midtown redevelopment plan /Bleakly Advisory Group

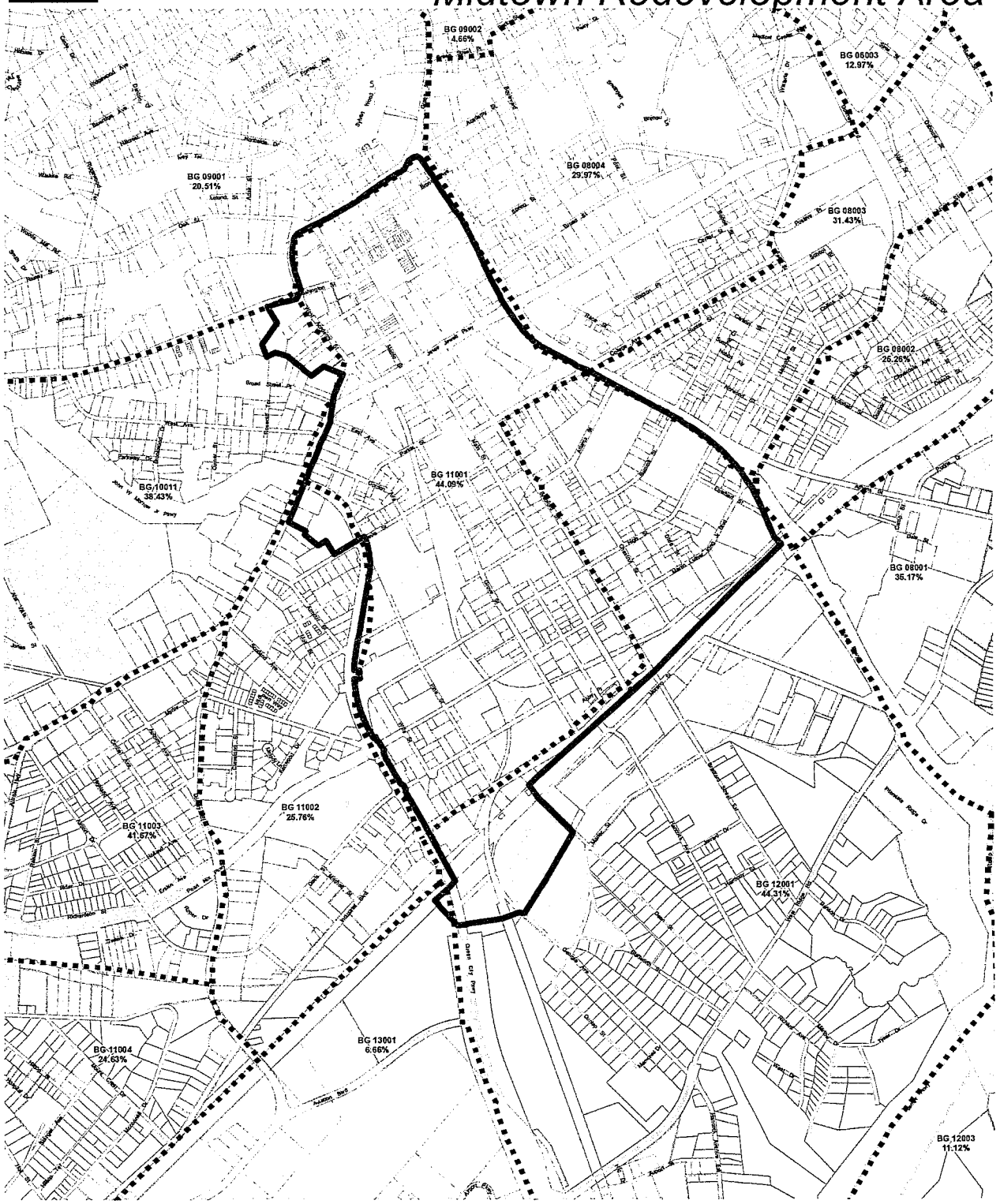
Summary of Midtown Gainesville TAD Costs and Benefits

Summary of Midtown Gainesville TAD Costs and Benefits*	
Market Value of private capital investment	$330.2 million
Net Taxable value of development (minus base increment)	
@ 100% of assessed valuation (City and School)	$287.4 million
@ 40% of assessed valuation (County)	$114.5 million
Cost of public infrastructure to be financed by TAD	$ 29.0 million
Estimated ad valorem tax increment after full build out of projects in the six Focus Areas	$ 3,615,991

* The City of Gainesville and the Gainesville School Board base their assessed value on 100% of market value. Hall County bases its assessed value on 40% of market value.

City of Gainesville

Midtown Redevelopment Area



City of Gainesville
Land District 9; Land Lots 148, 149, 152, 153 & 154
Map Prepared: January 5, 2010

Opportunity Zone Administrator
Rusty Ligon, Community Development Director
311 Henry Ward Way
P O Box 2496
Gainesville, GA 30503
(770) 531-6570

Map Preparer
Mark Lane, GISP, GIS Manager
P O Box 1435
Gainesville, GA 30503
(770) 531-6809

1 inch = 400 feet

Urban Redevelopment Area
Parcels
Gainesville City Limits
Streets
Census Block Group Boundary

Census Block Group: BG 11001
Poverty Level Percentage: 44.09%

0 200 400 800 1,200 1,600 2,000 2,400 2,800 3,200 Feet

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 2/2/2017

Presenter: Bryan Lackey

Item of Business: PR-2017-06 Accept FAA-GDOT Grant for Runway Improvement Project, Award of Contract, and the Airport Layout Plan

Meeting Date: 2/21/2017

Purpose of Request:

Resolution to accept the FAA-GDOT grant for the Runway Improvement Project, Award of Contract for construction by JJ Cunningham, and the Airport Layout Plan.

History/Background:

The Runway Improvement Plan and the Airport Layout Plan are part of the airports 5 year Capital Improvement Plan.

Facts & Issues for Consideration:

FAA/GDOT has offered a grant for Federal and State Funding assistance in the amount of $317,210.00. Local funds match will be $93,515.00 for project. Total project cost $410,725.00.

Department Recommendation:

Recommend award of contract to JJ Cunningham LLC for construction in the amount of $206,960.00, subject to receiving the grant funding, and construction and project management payment to the airport consultant in the amount of $22,500.00.

Department Director:

Chris Rotalsky

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

Amount Requested:

$93,515.00

Source of Funds:

Projected grant estimate of $80,720.00 match increased based on bids received.

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
PR-2017-06 Accept FAA-GDOT Grant for Runway Improvement Project & Airport Layout Plan	Resolution

RESOLUTION PR-2017-06

Authorization to Accept the FAA-GDOT Grant for the Runway Improvement Project, Award of Contract, and the Airport Layout Plan

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

WHEREAS, the City Council in its regular meeting of August 16, 2016, in Resolution PR-2016-36 authorized application for the FAA-GDOT for the Design & Bid of the Runway Improvement Project and the Airport Layout Plan; and

WHEREAS, the Runway Improvement Project and the Airport Layout Plan (ALP) have been planned as part of the Airport's Capital Improvement Plan; and

WHEREAS, the City has received a funding contract from the Georgia Department of Transportation (GDOT), Division of Intermodal-Aviation for $317,210.00 of federal and state funding assistance for the Runway Improvement Project and the Airport Layout Plan; and

WHEREAS, the (GDOT) has approved Design & Bid cost for the Runway Improvement Project in the amount of $44,470.00, which will be fully funded by City which is eligible for future (90%) FAA/GDOT re-imbursement; and

WHEREAS, the project cost for the construction of the Runway Improvement Project is projected to be $229,460.00 and consist of $68,223.50 (29.73%) of Federal Funds, $119,031.86 (51.87%) of State Funds and the remainder to be comprised of Local Funds in the amount of $42,204.64 (18.39%) from the Airport fund; and

WHEREAS, GDOT and FAA have reviewed and evaluated the bids and the Public Works staff recommends award of contract to JJ Cunningham LLC in the amount of $206,960.00, subject to receiving the grant funding, and construction and project management payment to Lead Edge Design Group in the amount of $22,500.00; and

WHEREAS, the project cost for the (ALP) is projected to be $136,795.00. The grant project is anticipated to consist of $123,115.50 (90%) of Federal Funds, $6,839.14 (5%) State Funds, and the remainder to be comprised of Local Funds in the amount of $6,840.36 (5%) from the Airport Fund; and

WHEREAS, the Airport Consultant Engineering firm, Lead Edge Design Group, will perform Design & Bid, Construction & Project Management for the Runway Improvement Project, and produce the Airport Layout Plan (ALP).

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes funding of the Design & Bid portion of the Runway Improvement Project, acceptance of the FAA/GDOT grant, award of contract for the construction of the Runway Improvement Project, and the Airport Layout Plan's (ALP), local match from the Airport's retained earnings fund in the amount of $93,515.00, of which $40,032.00 is eligible for future reimbursement, and that project management be performed by Lead Edge Design Group.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager, and City Attorney to sign such documents as necessary to accept the FAA/GDOT grant, sign the required contract documents for the Design & Bid, and construction of the Runway Improvement Project, and the Airport Layout Plan (ALP).

RESOLUTION PR-2017-06

Authorization to Accept the FAA-GDOT Grant for the Runway Improvement Project, Award of Contract, and the Airport Layout Plan

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: 2/7/2017

Presenter: Bryan Lackey

Item of Business: PR-2017-07 Authorization to Apply for and Accept an ARC Economic Development Grant - Airport Terminal

Meeting Date: 2/21/2017

Purpose of Request:

Resolution to authorize submittal of, and accept if awarded, an ARC Economic Development Grant application

History/Background:

The proposed grant would help fund renovations of the terminal building at the Lee Gilmer Memorial Airport.

Facts & Issues for Consideration:

This is a federally-funded program administered by the Appalachian Regional Commission (ARC) that requires a local match of 50%. The local match totaling $250,000 will be split 50/50 between the City and Hall County, with the City paying $125,000 towards the local match from the FY18 Airport Fund Balance.

Department Recommendation:

Approve the resolution.

Department Director:

Chris Rotalsky

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

Amount Requested: $125,000

Source of Funds: Airport Fund Balance

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
PR-2017-07 ARC Grant - Airport Terminal	Resolution

RESOLUTION PR-2017-07

AUTHORIZATION TO APPLY FOR AND ACCEPT
AN ARC ECONOMIC DEVELOPMENT GRANT - AIRPORT TERMINAL

WHEREAS, evolving from a dirt airstrip in 1941 to a bustling hub for business aircraft in northeast Georgia, the Lee Gilmer Memorial Airport is both a historic treasure and an economic asset for Gainesville, Hall County;

WHEREAS, recognizing its historical significance and economic value, the Gainesville Mayor and City Council wish to renovate the 1940s-era terminal building at its Lee Gilmer Memorial Airport to improve functionality and better accommodate the increasing demand for Lee Gilmer to serve business aviation needs of new and expanding industry; and

WHEREAS, the Appalachian Regional Commission (ARC) *Economic Development Grant Program* is designed to provide matching grant funds in support of economic development projects; and

WHEREAS, said matching grant funds are awarded to eligible applicants based on economic status for projects consistent with the priorities identified in the Governor's annual Strategy Statement and which contribute to an economic development strategy; and

WHEREAS, the "Gainesville's Lee Gilmer Airport Terminal Renovation" project was approved as a 2017 "Georgia ARC Priority Project" by the Georgia Department of Community Affairs Commissioner and the Office of Governor Deal, and as such, the City has been invited to submit a full application for an ARC *Economic Development Grant*; and

WHEREAS, the City of Gainesville is located within a "Transitional" designated county and is eligible for up to 50% funding assistance under this ARC grant program; and

WHEREAS, the City of Gainesville is committed to supporting the renovation project with a total budget of $500,000 of which 50% ($250,000) would be grant-funded and the remaining 50% ($250,000) would be funded by the City and Hall County as a local match; and

WHEREAS, the City intends to allocate from its FY18 Airport Fund Balance its portion of the local match in the amount of $125,000 cash towards the terminal renovations; and

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes submittal by the Community Development Department of a full application for and acceptance of, if awarded, an ARC *Economic Development Grant; and*

BE IT FURTHER RESOLVED THAT if awarded, the governing body authorizes the Mayor or City Manager to sign necessary documents to accept the ARC *Economic Development* grant.

Adopted this _____ day of _____, 2017.

RESOLUTION PR-2017-07

AUTHORIZATION TO APPLY FOR AND ACCEPT
AN ARC ECONOMIC DEVELOPMENT GRANT - AIRPORT TERMINAL

_____
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: 2/7/2017

Presenter: Bryan Lackey

Item of Business: PR-2017-08 Authorization to Apply for and Accept an ARC Economic Development Grant - Downtown Wireless Hot Zone

Meeting Date: 2/21/2017

Purpose of Request:

Resolution to authorize submittal of, and accept if awarded, an ARC Economic Development Grant application for a Downtown wireless hot zone.

History/Background:

The proposed grant would help fund the establishment of a secure wireless hot zone within Downtown

Facts & Issues for Consideration:

This is a federally-funded program administered by the Appalachian Regional Commission (ARC) that requires a local match of 50%. The local match totaling $30,000 is to be allocated in the FY18 Capital Improvements Budget.

Department Recommendation:

Approve the resolution.

Department Director:

Rusty Ligon

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

Amount Requested: $30,000.00

Source of Funds: FY18 CIP Budget

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
PR-2017-08 ARC Grant - Wireless Hot Zone	Resolution

RESOLUTION PR-2017-08

AUTHORIZATION TO APPLY FOR AND ACCEPT AN ARC ECONOMIC DEVELOPMENT GRANT – DOWNTOWN WIRELESESS HOT ZONE

WHEREAS, through the development of the Downtown Strategic Plan, Gainesville learned it is a young city with over one-third of its population being Millennials and recognizes younger Gainesville locals are more technologically-focused and want access to secure, high-speed wireless service while enjoying Downtown's greenspace; and

WHEREAS, the Appalachian Regional Commission (ARC) *Economic Development Grant Program* is designed to provide matching grant funds in support of economic development projects such as wireless broadband and improved access to Internet services; and

WHEREAS, said matching grant funds are awarded to eligible applicants based on economic status for projects consistent with the priorities identified in the Governor's annual Strategy Statement and which contribute to an economic development strategy; and

WHEREAS, the "Downtown Gainesville Wireless Hot Zone" project was approved as a 2017 "Georgia ARC Priority Project" by the Georgia Department of Community Affairs Commissioner and the Office of Governor Deal, and as such, the City has been invited to submit a full application for an ARC *Economic Development Grant*; and

WHEREAS, the City of Gainesville is located within a "Transitional" designated county and is eligible for up to 50% funding assistance under this ARC grant program with a 50% match; and

WHEREAS, the City intends to allocate the 50% match ($30,000) through its FY18 Capital Improvements Budget; and

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes submittal by the Community Development Department of a full application for and acceptance of, if awarded, an ARC *Economic Development Grant; and*

BE IT FURTHER RESOLVED THAT if awarded, the governing body authorizes the Mayor or City Manager to sign necessary documents to accept the ARC *Economic Development* 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: 1/24/2017

Presenter: Danny Dunagan

Item of Business: **Second Reading: Ordinance 2017-02**
Amend Unified Land Development Code - Sign Regulations
AN ORDINANCE TO AMEND TITLE 9 ENTITLED "UNIFIED LAND DEVELOPMENT CODE" OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE, GEORGIA; TO AMEND ARTICLE 9-18 ENTITLED "SIGN REGULATIONS" BY ELIMINATING IT IN ITS ENTIRETY AND SUBSTITUTING IN ITS PLACE THE LANGUAGE SET FORTH BELOW; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Meeting Date: 2/21/2017

Purpose of Request:

The proposed amendment updates and better clarifies the sign code so as to be completely content neutral. Some of the changes include providing additional definitions and illustrations for easier interpretation, updating the sign illumination standards, addressing accessory ground sign standards and modifying standards for electronic message boards. No changes to the current billboard ordinance are recommended at this time.

History/Background:

This item was tabled during the November 8, 2016 PAB meeting to allow more review time.

This item was tabled again during the December 13, 2016 PAB meeting to allow more review time.

Facts & Issues for Consideration:

Department Recommendation:

Hold second reading on Ordinance 2017-02 to amend the ULDC as presented.

Department Director:

Rusty Ligon

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

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Ordinance 2017-02 Amend ULDC - Signs	Ordinance
Exhibit A	Attachments/Exhibits

First Reading: 02/07/2017
Passed: _____

AN ORDINANCE

No. 2017-02

AN ORDINANCE TO AMEND TITLE 9 ENTITLED "UNIFIED LAND DEVELOPMENT CODE" OF THE CODE OF ORDINANCES OF THE CITY OF GAINESVILLE, GEORGIA; TO AMEND ARTICLE 9-18 ENTITLED "SIGN REGULATIONS" BY ELIMINATING IT IN ITS ENTIRETY AND SUBSTITUTING IN ITS PLACE THE LANGUAGE SET FORTH BELOW; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

SECTION I.

Article 9-18 of the Code of the City of Gainesville, Georgia entitled "Sign Regulations," is hereby amended to read as shown in Exhibit "A", attached hereto:

SECTION II.

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

SECTION III.

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

SECTION IV.

This Ordinance is enacted as an amendment to Title 9 of the Code of Ordinances of the City of Gainesville, Georgia.

SECTION V.

The effective date of this Ordinance shall be upon final approval by the governing body 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 ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

EXHIBIT A

ARTICLE 9-18

SIGNS AND ADVERTISING DEVICES

ARTICLE 9-18
SIGNS AND ADVERTISING DEVICES

CHAPTER 9-18-1	GENERAL PROVISIONS	18-01
CHAPTER 9-18-2	EXEMPTIONS AND PROHIBITIONS	18-17
CHAPTER 9-18-3	LOCATION AND PLACEMENT REQUIREMENTS	18-19
CHAPTER 9-18-4	ILLUMINATION	18-22
CHAPTER 9-18-5	BASIC SIGN PERMISSIONS	18-26
CHAPTER 9-18-6	SUPPLEMENTAL SIGNAGE ALLOWANCES AND REQUIREMENTS	18-30
CHAPTER 9-18-7	INTERPRETATIONS, MODIFICATIONS AND VARIANCES	18-35
CHAPTER 9-18-8	NONCONFORMING SIGNS	18-38
CHAPTER 9-18-9	MAINTENANCE, ENFORCEMENT, AND REMOVAL	18-39
CHAPTER 9-18-10	RESERVED	18-41
CHAPTER 9-18-11	CONSTRUCTION, PERMISSIONS AND PERMITS	18-42

CHAPTER 9-18-1
GENERAL PROVISIONS

Section 9-18-1-1. Findings.
Section 9-18-1-2. Purposes.
Section 9-18-1-3. Intentions.
Section 9-18-1-4. General Definitions.
Section 9-18-1-5. Applicability.
Section 9-18-1-6. Compliance with Other Laws.

Section 9-18-1-1. Findings.

It is a substantial and compelling governmental interest to control signs and other advertising devices for the following reasons, among others:

(a) Beneficial functions. Signs provide a means of communication, a visual, place-based medium by which to express messages. Signs and advertising devices facilitate and aid in the identification and location of business establishments, institutions, and other land uses. Signs can be an effective, easily available, and cost-efficient way to inform people and aid their decision-making. Signs are an investment that brings economic value to businesses. Signs provide a means for attracting consumers who are not otherwise familiar with the geographic area. Signs provide assistance to individuals in making selections from among alternative choices. Signs help certain locations work from a profitability standpoint that otherwise might fail without adequate signage.

(b) Messaging. Signage is a form of advertising. All other advertising mediums are regulated. There is limited federal and state regulation of signs, despite significant intervention by the federal government in the regulation of other forms of communication. Signage is a type of advertising that cannot be turned off or rejected by the consumer, like some other forms of communication. For instance, radio and television advertisements can be avoided by turning off the radio or television. With regard to signs, however, motorists must keep eyes open to drive and cannot block out signs from their peripheral vision.

(c) Distractions. Signs by their very nature are intended to gain the attention of motorists and therefore distract them from the primary purpose of maneuvering a vehicle along a road. Sign controls are needed to promote traffic safety and avoid traffic accidents; and

(d) Public safety. Signage, if left unregulated, can cause confusion and delay in responding to emergencies, because unregulated signs can degrade the utility and reduce the visibility and effectiveness of public safety signs; and

(e) Public health. Unregulated signage can contribute to clutter and lack of organization in the wayfinding system of a community and thereby negatively influence the stress levels of motorists. Roadside blight can contribute to high stress levels of motorists (Source: Meg Maguire, Ray Foote, and Frank Vespe, 1997, "Beauty As Well As Bread," *Journal of the American Planning Association* 63(3): 317-328). Height, size, placement, and other sign regulations serve substantial public purposes of bringing order to the wayfinding system that may help to avoid undue stress levels of motorists; and

(e) Appearance and economy. The appearance of the city is substantially influenced by signs, and it is essential to the city's long-term economic viability to maintain a positive appearance. Signs and advertising, without regulation, can detract from the character, beauty, and visual attractiveness of the city; and

(f) Property impacts. The size, height, construction materials, location, condition, and attributes of signs can have an adverse impact on surrounding and nearby land uses and properties if not regulated and properly maintained, including the lowering of property values. Abandoned and antiquated signs and sign structures (e.g., a pole with a blank structure for a sign face) can have a particularly detrimental effect on adjacent properties and contribute to an overall image of blight in the community; and

(g) Public investments secured. Sign regulations help to assure that public benefits derived from expenditures of public funds for the improvement and beautification of streets and other public structures and spaces are protected. Unregulated signs can neutralize the value and benefit of public investments in streetscapes; and

(h) Benefits to businesses. Sign regulations benefit businesses that seek to advertise. Unregulated commercial signage can be detrimental to individual businesses, because business owners may be compelled to erect larger and costlier signs to outperform neighboring or nearby businesses. Such competition for visibility among business can result in too many signs and excessive sizes and heights, to a point of diminishing returns where individual business signs are no longer adequately visible. If unregulated, the competition for visual recognition can defeat the purpose of the signs, which is to carry a message. If signs are left unregulated, patrons of individual businesses may miss their destinations because they cannot find the particular business of choice in the sea of advertising devices; and

(i) Wall and window signs. Signs placed on building walls and in windows can be excessive if not regulated as to the area of the sign face, and it is in the public interest to ensure that building and window signs are proportional to the building wall or window on which the signs are placed; and

(j) Placement on objects. It is inappropriate to attach signs to certain objects like rocks and benches, thereby justifying certain prohibitions. It is also inappropriate to allow signs on roofs of buildings, justifying prohibition, since roof signs interrupt the silhouette of the building, overpower the architecture of the building, and can also block views; and

(k) Wind-blown devices. Some signs and advertising devices are designed to move in the wind. For instance, a flag, or feather banners (also called “wind blades”), or ribbons on strings, etc. are designed to capture attention due to movement in the wind. Such signs and advertising devices have greater potential for attracting attention to them given their movement. Without regulations and prohibitions on these types of advertising devices, the result would be clutter and degradation of community appearance; and

(l) Changeable copy. A change in copy of any sign is not in itself a matter of public concern, except in a few instances. This Article does not intend to regulate the actual copy (message) of a sign, but yet the frequency with which it changes is a matter of public concern deserving of regulation. In particular electronic changeable copy signs pose specific issues that need regulation because the change of sign copy can occur instantaneously and therefore become more distracting or better able to attract attention than signs which change copy less frequently; and

(m) Electronic changeable copy signs. Electronic multiple message signs, which allow operators to change content from remote locations in a matter of seconds, have been shown to create possible threats to public safety. Such signs are erected for the purpose of trying to hold the attention of motorists, often by changing messages and pictures for short durations using a series of bright, colorful images produced mainly via LED (light emitting diode) technologies; and

(n) Illumination. Signs which are lighted at night give the appearance of activity or operation that is not consistent with residential character of certain parts of the city. Signs that are internally illuminated also tend to give the appearance of a business area. It is appropriate to control the lighting of signs and to make distinctions on where signs may need to remain unlit, and also where internally illuminated signs are permitted. Lights that flash or blink, or vary in intensity have greater potential to attract attention but also a greater probability of distracting motorists. It is in the interests of the community to prohibit lighting practices on signs that are likely to distract motorists. The luminance of a sign (a measurable quantity) can also be perceived by humans as too bright or imposing glare, or causing a nuisance, and it is in the interest of the community to control the intensity of lighting. Electronic changeable copy signs pose special issues and deserve individual regulation specific to that type of sign; and

(o) Illumination of electronic changeable copy signs. Brightly lit and colorful signs that change messages every few seconds compel motorists to notice them, and they lure the attention of motorists away from what is happening on the road and onto the sign. Such signs pose public safety threats because if they attract a motorist’s attention, the motorist will look at the sign and not at the road. Electronic changeable copy signs are also a threat to public safety because of their brightness, making them visible from great distances. Due to their nature of brightness, changing colors, and changing displays, electronic changeable copy signs are more distracting than signs which do not vary the brightness, color or message, or changeable copy signs that are changed by other means at less frequent intervals. Some electronic changeable copy signs could, if

unregulated, have the appearance of large, plasma-screen televisions. An electronic LED display contains brightly-lit text and graphics which can be seen from hundreds of feet away, drawing the attention of everyone within view. Unless otherwise regulated, such displays can be extremely bright since they are designed to be visible in bright sunlight and at night. Furthermore, the human eye is drawn to them far more strongly than to traditional illuminated signs. Such electronic LED displays can be seen from as far away as six-tenths of a mile, making them distracting. It takes a minimum of six seconds to comprehend the message on an electronic sign, which is three times the safe period for driver distraction. For these reasons, electronic changeable signs deserve specific regulation to prevent or mitigate these adverse impacts; and

(p) Regulation by zoning district. The zoning district is an appropriate means of regulating signs, because generally a character is established by each zoning district. The needs for signage differ remarkably among single-family residential zoning districts from zoning districts allowing business, which in turn differ significantly from business parks, low-rise office complexes, and industrial establishments. Lower sign heights and smaller areas are appropriate in residential zoning districts when compared with business and industrial zones; and

(q) Maintenance. Signs, if improperly maintained, present an unkempt appearance and may present an image of blight to visitors, residents, and employees. It is in the interest of the city to ensure that signs are properly maintained to avoid the appearance of blight and also to prevent possible detrimental impact on property values that may result from such blight.

Section 9-18-1-2. Purposes.

In addition to the general purposes of this Unified Land Development Code, the purposes of this Article are as follows:

(a) To promote and protect the public health, safety and general welfare;

(b) To provide for the expression of speech by citizens and businesses, and to afford adequate opportunity for self-expression through free speech;

(c) To balance the rights of individuals to convey their messages through signs and the right of the public to be protected against the unrestricted proliferation of signs;

(d) To enhance the economy and the business and industry of the City by promoting the reasonable, orderly and effective display of signs, including the public being able to locate goods, services, and facilities in the City;

(e) To maintain and enhance the aesthetics of the City by restricting signs and lights which increase clutter;

(f) To enable the public to locate goods, services, and facilities in the City without difficulty and confusion;

(g) To ensure the reasonable, orderly, and effective display of signs;

(h) To maintain and improve traffic safety by preventing or restricting signs that due to their placement or appearance increase the probability of traffic accidents by obstructing vision or confusing motorists;

(i) To promote signs which are compatible with their surroundings and which minimize potential adverse effects of signs on nearby property;

(j) To insure proper maintenance of signs, for safety and structural soundness, as well as the appearance and attractiveness of signs;

(k) To maintain the historic image of the City; and

(l) To ensure the fair and consistent enforcement of sign regulations.

Section 9-18-1-3. Intentions.

(a) Time, place, and manner restrictions. It is the intent of this Article to regulate the composition, type, location, placement, height, size, quantity, illumination, duration, and manner of signs and advertising devices that may be displayed. The regulation of these aspects of signs and sign structures is a valid and lawful means of achieving the intentions and purposes of this Article. These intentions and purposes are valid and lawful governmental interests.

(b) Content neutrality. The city intends to adopt and implement regulations which are content-neutral. It is not the intent to regulate the content of messages in any way. It is not the intent of this Article to foreclose important and distinct mediums of expression for political, religious, or personal messages, on any sign permitted to be erected by this Article. It is the intent of this Article to allow political, religious, or personal (non-commercial) messages on any sign permitted to be erected by this Article. These regulations shall not be construed as limiting the message content of any sign.

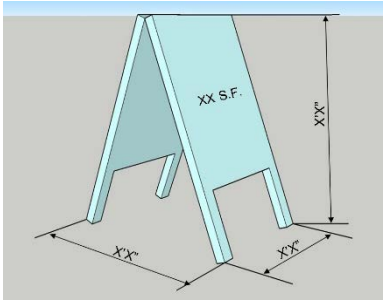
(c) Distinctions not made. To accomplish the city's intentions, these regulations do not distinguish between on-site or off-site sign content, nor do they distinguish between commercial and non-commercial content.

(d) Extent. The regulations contained in this Article are considered no more extensive than necessary to serve the substantial governmental interests identified in this Article.

Section 9-18-1-4. General Definitions.

For the purposes of this Article, certain terms and words are hereby defined. As used in this Article, the following words and terms shall have the meaning ascribed to them:

A-frame sign: A sign that typically consists of two faces connected and hinged at the top, intended for view by pedestrians, and which can be moved by a person.



Accessory ground sign: A sign allowance provided for in this Article, for a sign erected on the ground.

Advertising device: Any structure or device erected or intended for the purpose of displaying advertising situated upon or attached to real property or intended to attract attention by whatever means. For purposes of this Article, an advertising device is a "sign."

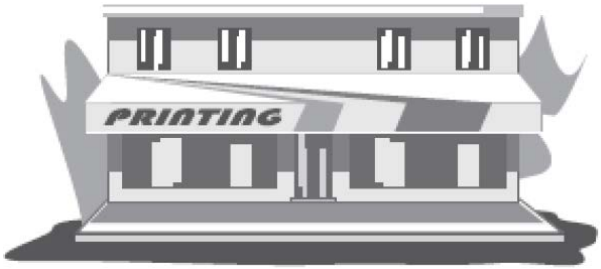
Air-blown device: Any device not otherwise specifically defined in this Article, that is designed to inform or attract, whether or not such device carries a message, and which all or part of the device is set in motion by mechanically forced air. This definition specifically includes but is not limited to those devices referred to commercially as "air puppets" and "air dancers." For purposes of this Article, air-blown devices are advertising devices.

Animated sign: A sign that emits or utilizes in any manner any sound capable of being detected on any traveled road or highway by a person with normal hearing; or any sign that emits smoke, vapor, particles, or odors.

Awning: A roof-like cover that projects from the wall of a building for the purpose of shielding a doorway, walkway, or window from the elements. Awnings are often made of fabric or flexible plastic supported by a rigid frame, and may be retracted into the face of the building.

Awning, back-lit: An awning comprised of covering material exhibiting the characteristic of luminosity obtained by means of a source of illumination contained within its framework.

Awning sign: An awning that contains letters, numbers, symbols, pictures, logos, or visual display, or other communication, attached, painted on, or made an integral part of an awning. Awning signs are “wall signs” for the purposes of this Article.

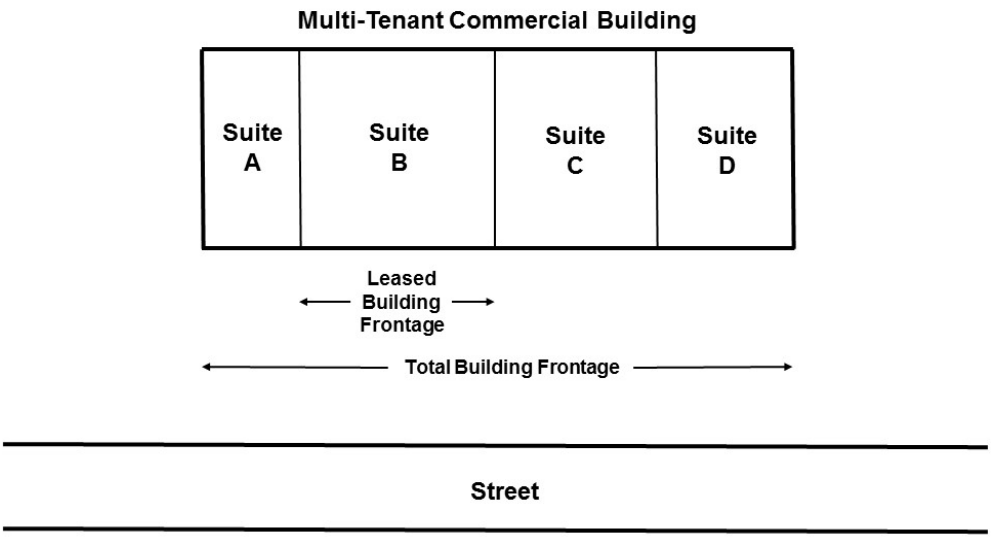


AWNING
Source: United States Sign Council. 2011.
Model Code for Regulation of On-Premise Signs.

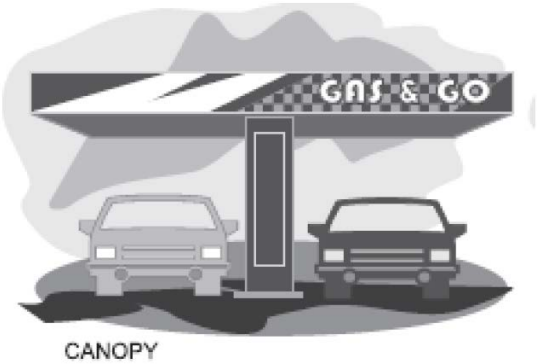
Banner: A sign with or without characters, letters, illustrations, or ornamentation applied to cloth, paper, plastic, or natural or synthetic fabric of any kind with only such material for a backing, whether installed on a building or structure or attached to poles or other supports and freestanding. For purposes of this Article, a banner is a “sign.” It is characteristic of a banner that, even though tied to a support, there is some movement in the wind (i.e., a wind-blown device).

Billboard: A freestanding sign that exceeds the maximum allowable area or height, or both, for principal use ground signs authorized in this Article, and which is authorized subject to specific limitations. A billboard is typically, though not required to be, erected by the outdoor advertising industry; and a billboard is typically regulated by and requires a permit for outdoor advertising from the Georgia Department of Transportation. The provisions authorizing a billboard are in addition to other sign allowances of this Article, A billboard existing on the effective date of this Article may or may not comply with the provisions of this Article, and to the extent any such existing billboard does not conform to all requirements of this Article it is considered a nonconforming sign.

Building frontage: The width in linear feet of the front exterior wall of a particular building in which an establishment is located, usually facing a street. Leased building frontage is that portion of the total building frontage containing space owned, leased, or rented to an individual establishment.



Canopy sign: A sign attached, painted on, or made an integral part of a canopy, whether that canopy is attached to a building or structure or freestanding. An attached canopy is a multi-sided structure or architectural projection supported by attachment to a building on one or more sides and also supported by columns or supports at additional points. Canopy signs, whether attached, painted on, or made an integral part of an attached canopy (including suspension underneath an attached canopy), are wall signs for the purposes of this Article.



Source: United States Sign Council. 2011.
Model Code for Regulation of On-Premise Signs.

Changeable copy sign, electronic: A sign on which the sign copy (words, numbers, images, etc.) changes or can be changed by electronic means. This definition includes any sign which results in the illuminated display of messages or information by the use of a matrix of electric lamps, for example, digital, LED (light emitting diode) or similar or refined display technology, or other electric methods, which allows the message change to be actuated by an electronic control mechanism. It is characteristic of such signs that the sequence of messages and the rate of change can be electronically programmed and modified by electronic processes. Electronic changeable copy signs are also “internally illuminated” signs.

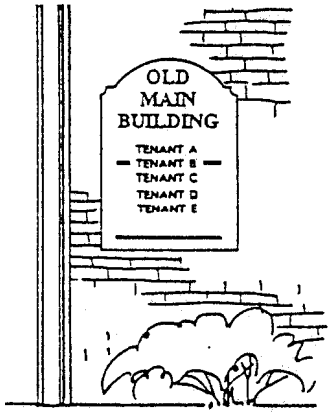
Changeable copy sign, manual: A sign on which the sign copy (words, numbers, images, etc.) changes or can be changed manually on the sign itself, such as by replacement of letters, or in the case of a chalkboard which can be erased and the message rewritten.

Changeable copy sign, mechanical: A sign on which the sign copy (words, numbers, images, etc.) changes or can be changed by movement or rotation of panels or slats.

Derelict sign: A sign that is dilapidated, is in such condition as to create a hazard or nuisance, is unsafe, or fails to comply with the International Building Code adopted by the city in Code Section 9-20-1-1, the National Electrical Code adopted by the city in Code Section 9-20-1-3, or any other code relating to safety.

Discontinued sign: A freestanding or building sign that has not been used by a business, establishment, or person, for six (6) months or more. A sign may be deemed discontinued by the Community Development Director when there is clear evidence that a business or activity has vacated the building or grounds for six (6) months or more. A sign permitted by an establishment that still exists on a site where said establishment has not operated for six (6) months or more, as evidenced by a lack of current (annual) business license, shall be considered prima facia evidence of a discontinued sign.

Directory sign for multi-tenant development: A sign, distinguished from a project entrance sign, which is allowed on a premise with more than one building or more than one tenant or occupant of a building, It may be freestanding or a building (wall) sign. Such signs are not visible from the public street right-of-way which provides initial access to the property, but rather are located within the development, along a driveway, access way, or parking aisle. This type of sign is not regulated by this Article.



Wall Directory Sign

Erect: To construct, build, raise, assemble, place, affix, attach, create, paint, draw, or in any other way bring into being or establish. Activities performed as an incident to the change of advertising message or the normal maintenance or repair of a sign structure are excluded from this definition.

Feather banner: A vertical portable sign, made of lightweight material that is prone to move in the wind, and that contains a harpoon-style pole or staff driven into the ground for support or supported by means of an individual stand. This definition includes such signs of any shape including flutter, bow, teardrop, rectangular, shark, feather, and U-shaped. For purposes of this Article, a feather banner is an advertising device and sign.

Flag: A device made of cloth, plastic, or natural or synthetic fabric, with or without characters, letters, illustrations, or ornamentation applied to such surface, and which is designed to move in the wind. For purposes of this Article, except as specifically authorized, a “flag” is an advertising device and “sign.” It is defined separately from wind-blown device.

Flying sign: A blimp, hot air balloon, or any other device designed to be or capable of being kept aloft, motionless or in motion, at a height of 35 feet or more from the ground by mechanical, wind, chemical, or hot air means, and not secured or attached to the ground or building.

Ground sign: A sign or advertising device which is wholly independent of a building or structure for support (i.e., freestanding). A ground sign may contain more than one sign face, and it is typically double-faced.

Hand-held sign: A sign or advertising device affixed to, carried by, or physically or electronically controlled by a person. A kite used for advertising devices is a hand-held sign.

Holiday decoration: Signs or displays including lighting which are a non-permanent installation celebrating national, state, and local holidays, religious or cultural holidays, or other holiday seasons (also known as seasonal decorations).

Incidental sign: A sign, emblem, decal, or other message, designed and sized to be read only from close range (i.e., 5 feet or less), attached to or integrated into a device or structure more than 25 feet from the right-of-way of a road, and not readily legible from any public rights-of-way.

Inflatable sign: Any sign, advertising device, or balloon that is or can be filled with air or gas. This includes any three-dimensional ambient air-filled in the shape of a container, figure, or product. For purposes of this Article, inflatable signs and balloons are considered advertising devices.

Interior sign: Any sign erected within a building, including product displays, more than two feet inside an exterior window within a business or establishment and which is not intended to be seen from outside the business or establishment in which the sign is located.

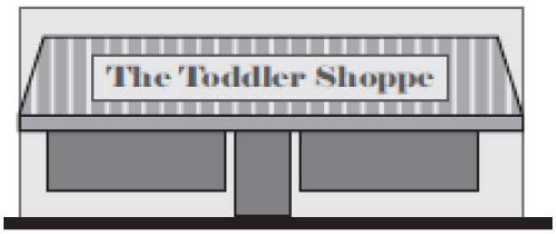
Mansard: A roof-like facade comparable to an exterior building wall.

Mansard sign: A sign painted on, attached to, or hung from a mansard. For purposes of this Article, mansard signs are "wall signs."

Source: United States Sign Council. 2011.
Model Code for Regulation of On-Premise Signs.

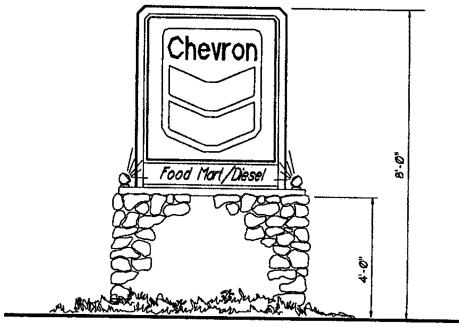
Marquee: A roof-like structure attached to and supported by a building wall without vertical supports and that projects in a cantilever fashion from the wall of a building.

Marquee sign: A sign painted on, attached to, or hung from a marquee. A marquee is For purposes of this Article, marquee signs are "wall signs."



Source: United States Sign Council. 2011.
Model Code for Regulation of On-Premise Signs.

Monument sign: A ground sign in which the entire bottom of the sign face is in contact with a solid and continuous structure which is attached to the ground and made of brick, stone, or other material architecturally compatible with the principal building on the lot to which it pertains. (dimensions shown are illustrative only). Typically, a monument sign has a base at least eighteen (18) inches in height.



Monument Sign

Mural: A picture or image (including but not limited to painted art) which is painted, constructed, or affixed directly onto a building wall, which may or may not contain text, logos, and/ or symbols.

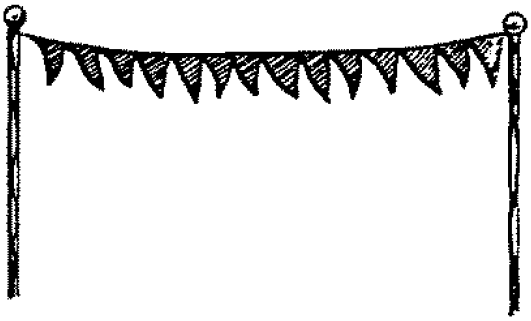
Multi-faced sign: A sign structure that contains two or more sign face surfaces that are located on different sides of the structure and are separated from each other at their nearest point by no more than three feet.

Multi-tenant development: A single office, commercial or industrial property that is designed or intended for occupancy by two or more businesses, or a multi-family residential development.

Nonconforming sign: A sign that was lawfully erected and maintained prior to the adoption, revision or amendment of this Unified Land Development Code, and which by reason of such adoption, revision or amendment fails to conform to all applicable regulations and restrictions of this Unified Land Development Code.

Official sign: Any sign placed by a governmental body, governmental agency, or public authority for a public purpose, erected and controlled by such governmental body or on its behalf, whether or not located within a public right-of-way; and signs erected by private individuals per federal, state, or local law requirements.

Pennant: A small, triangular or rectangular flag or multiples thereof, made of lightweight plastic, fabric, or other material, individually supported or attached to each other by means of a string, rope, or other material and meant to be stretched across or fastened to buildings, or between poles and/or structures, and which is designed to move in the wind. For purposes of this Article, pennants are “advertising devices” and “windblown devices.” This term does not include a “banner” or a “flag” as defined and regulated by this Article.



Pole or pylon sign: A sign that is mounted on a freestanding pole or poles, columns, or similar support such that the bottom of the sign structure is not in contact with the ground along the entire portion of the sign face and there is open area underneath the sign face above the ground. A pole or pylon sign is distinguishable from a monument sign.

Source: United States Sign Council. 2011.
Model Code for Regulation of On-Premise Signs

Portable sign: Any sign whether on its own trailer, wheels, or otherwise, which is designed to be transported from one place to another. It is characteristic of a portable sign that the space provided for advertising messages may be changed at will by the replacement of lettering or symbols (i.e., a changeable copy sign). Even if the wheels or supports of such sign are removed and the sign converted and attached, temporarily or permanently, to the ground or other structure, said sign shall remain a portable sign for purposes of this Article. An “A-frame” sign, defined separately, shall not be considered a portable sign for purposes of this Article.

Principal use ground sign: A notice or advertisement secured to the ground, which is permitted by this Article in conjunction with a principal use or principal building located on the property, For purposes of this Article, principal use ground signs are considered permanent signs.

Project entrance sign: A sign located at a discernible entrance into a particular subdivision, multi-family residential development, or office or industrial park. For purposes of this Article, project entrance signs are considered permanent signs.

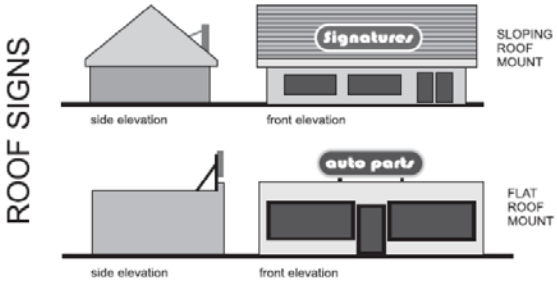
Projecting sign: A sign affixed to a wall (i.e., a wall sign) extending more than 18 inches from the surface of such wall, usually perpendicular to the wall surface.

Source: United States Sign Council. 2011.
Model Code for Regulation of On-Premise Signs.

Revolving sign: A sign that has the capability to revolve about an axis.

Road frontage: The distance in linear feet of a parcel where it abuts the right-of-way of any public or private street.

Roof sign: A sign projecting to a greater height than the front building wall, or any sign supported by or attached to a roof, including a sign painted on or adhered to a roof. A sign placed on the fascia portion of a mansard roof is not a roof sign.



Source: United States Sign Council. 2011.
Model Code for Regulation of On-Premise Signs.

Scoreboard: A sign contained within an athletic venue and which is directed so as to be visible to the attendees of an athletic event.

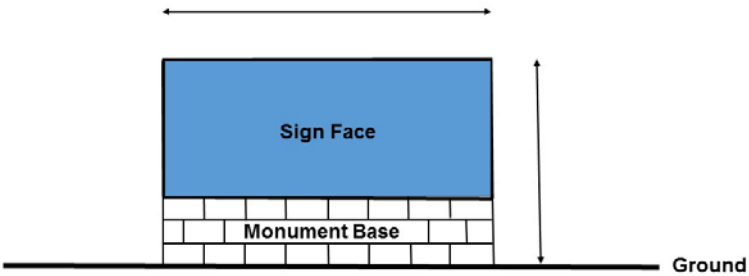
Sign: The term "sign" shall mean any structure, display, or device that is used to advertise, identify, direct, or attract attention to a business, institution, organization, person, idea, product, service, event, or location by any means, including words, letters, figures, design characteristics, symbols, logos, fixtures, colors, movement, or illumination. The term "sign" shall specifically include but not be limited to "banners," "balloons," "flags," "pennants," "streamers," "windblown devices," and "advertising devices." Furthermore, the term "sign" includes the sign structure, supports, lighting system, and any attachments, ornaments, or other features used to draw the attention of the observers.

Sign face: That portion of the surface of a sign structure (area) where words, letters, figures, symbols, logos, fixtures, colors, or other design elements are or may be located in order to convey the message, idea, or intent for which the sign has been erected or placed. The sign face may be composed of two or more modules on the same surface that are separated or surrounded by portions of a sign structure not intended to contain any advertising message or idea and are purely structural or decorative in nature. The area of the sign face plus the area of the sign structure equals the total sign area.

Source: United States Sign Council. 2011.
Model Code for Regulation of On-Premise Signs.

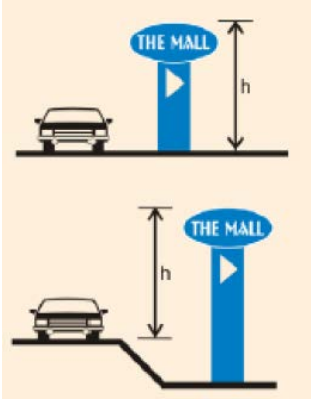
For signs that have no identifiable frame or border, the smallest rectangle that includes all of the sign's words, letters, figures, symbols, logos, fixtures, colors, or other design elements intended to convey the sign's message shall establish the area of the sign's face.

Sign structure (total area) includes the areas of the sign face and all structural supports (monument base shown)



Sign structure: All elements of a freestanding sign, including the sign face, background or decorative elements related to the presentation of the sign's message, and the structural supports.

Sign height: The height of a sign shall be equal to the vertical distance from the average grade at the base of the sign, or from the crown of the roadway of the nearest street within 50 feet of any portion of the sign, to the highest point of any portion of the sign, whichever results in the greater sign height. Any earthen berms and elevated foundations supporting signs, signposts or other sign supports shall be included in the height of the sign.

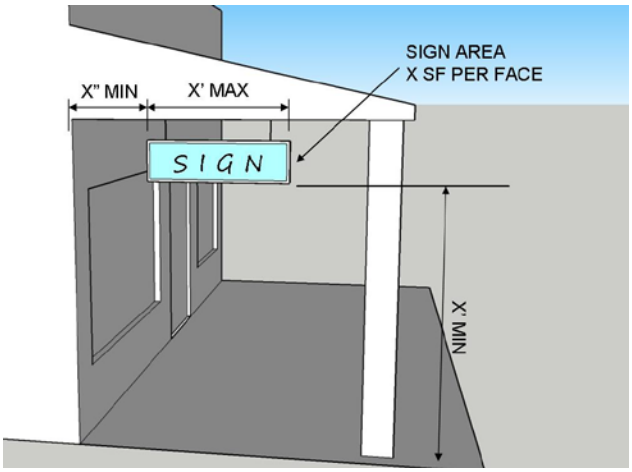


Source: United States Sign Council. 2011.
Model Code for Regulation of On-Premise Signs.

Sign in need of maintenance: Any sign or advertising device that includes any of the following or similar conditions as identified by the city: lettering or other elements of the sign have become detached or have fallen off the sign or become misaligned; painted surfaces on the sign or sign structure have begun to peel, flake over a significant portion of the sign, or have faded or oxidized to an extent that the sign no longer displays the message as originally intended; a significant number of the bricks, stones, or other materials on the structural base of a sign have become detached or have fallen off, or have become misaligned; or one or more illumination devices are not working and have not been replaced.

Streamer: A long, narrow strip of fabric or other material. A streamer is a “wind-blown device.”

Suspended sign: A sign attached to the underside of a canopy, awning or the cover of a walkway or beneath a support extending from a building. A suspended sign is distinguishable from an animated sign even if the sign copy area is attached to a building or structure in a way that can be set in motion with wind pressure. This term does not include any freestanding signs.



Temporary ground sign: A sign of a nonpermanent nature and erected for a limited duration. This term includes signs constructed from cardboard, coated paperboard, or corrugated plastic and which are either attached to a wooden post or stake in the ground, or set with a wire metal frame in the ground.

Tenant: One who possesses or occupies land or buildings by title, under a lease, or through payment of rent; an occupant, inhabitant, or dweller of a place.

Traffic control sign: A sign erected by or under the regulation of the City or State, on private or public property, and which meets the Manual on Uniform Traffic Control Devices adopted by the Federal Highway Administration.

Uniform sign plan: Coordinated drawings and specifications that establish a unified design concept with regard to the location, materials, size, letter style, and color of all signs to be placed on a property or development.

Vehicular sign: Any sign placed, mounted, painted on or affixed to a motor vehicle, freight, flatbed or storage trailer or other conveyance when same are placed or parked in such a manner that can be viewed from the public right(s)-of-way; provided, however, that this definition shall not apply when (1) Such conveyances are actively being used to transport persons, goods or services in the normal course of business; or (2) such conveyances are actively being used for storage of construction materials for, and on the same parcel where a construction project for which building is underway and required permits have been issued. Even if the wheels or supports of such sign are removed and the sign converted and attached, temporarily or permanently, to the ground or other structure, said sign shall remain a vehicular sign for purposes of this Article.

Visible: Capable of being seen (whether or not legible) without visual aid by a person of normal visual acuity.

Wall sign: A single-sided sign with one visible face applied to or mounted to the wall or surface of a building or structure, in a parallel fashion, and which does not project more than 18 inches from the outside wall of such building or structure.

Source: United States Sign Council. 2011.
Model Code for Regulation of On-Premise Signs.

Wind-blown device: Any device, whether or not specifically defined in this Article, that is designed to inform or attract, whether or not such device carries a message, and which all or part of the device is set in motion by wind. Such devices include banners (except as may be specifically authorized), pennants, streamers, ribbons, or long narrow strips of fabric, plastic, or other pliable material designed to move in the wind. A “flag” is defined separately and is not considered a “windblown device” for purposes of this Article. See also “air-blown device,” which is defined separately.

Window sign: A sign that is placed on or behind a windowpane or a glass door or a sign installed within two (2) feet of an exterior window or door and intended to be visible from the exterior of the building. Displays which show products or depict services sold on the premises and which are more than two (2) feet from an exterior window or door (i.e., “interior signs”) shall not be classified as or considered window signs.

Section 9-18-1-5. Applicability.

(a) The regulations and requirements of this Article apply in the City of Gainesville to all signs and advertising devices that are or are intended to be viewed from a public right-of-way or from outdoor areas of public property.

(b) Such signs and advertising devices are allowed only in conformance with this Article.

(c) No sign or advertising device may be erected, placed, established, painted, created, moved, or maintained except in conformance with this Article.

Section 9-18-1-6. Compliance with Other Laws.

All signs and advertising devices shall comply with all applicable federal, state, county, and city laws and ordinances. Compliance with the terms of this Article shall not relieve any individual, corporation, or other entity of any other duty imposed by law. Where state sign law and/or regulations apply, and there is conflict or overlap with this ordinance, the more restrictive requirements shall govern.

CHAPTER 9-18-2
EXEMPTIONS AND PROHIBITIONS

Section 9-18-2-1. Exemptions.
Section 9-18-2-2. Display of Property Addresses.
Section 9-18-2-3. Prohibited Signs and Advertising Devices.

Section 9-18-2-1. Exemptions.

The following signs and devices are exempt from regulation by this Article:

(a) Beacons.

(b) Building markers and decorative or architectural features integral to buildings.

(c) Cemetery stones and markings of individual graves or burial plots.

(d) Holiday decorations, provided that they are removed within fifteen (15) days following the holiday to which they pertain.

(e) Incidental signs.

(f) Interior signs.

(g) Murals on building walls erected with permission of the governing body of the City of Gainesville.

(h) Official signs.

(i) Scoreboards that are part of a public or private recreational facility.

(j) Traffic control signs and devices, when installed within the right-of-way of a public street under the authority of the state or a local government or a private street, or traffic control signs and devices installed along driveways and in off-street parking lots, per the requirements of the City and consistent with the Manual on Uniform Traffic Control Devices.

Section 9-18-2-2. Display of Property Addresses.

The display of street addresses is permitted without compliance with this Article. Building identification numbers on multi-tenant buildings which are essential to the location of such buildings are also permitted without compliance with this Article.

Section 9-18-2-3. Prohibited Signs and Advertising Devices.

The following signs and advertising devices shall be prohibited within the City of Gainesville, unless otherwise specifically provided in this Article:

(a) Air-blown devices.

(b) Animated signs.

(c) Banners.

(d) Derelict signs.

(e) Discontinued signs.

(f) Feather banners.

(g) Flying signs.

(h) Hand-held signs.

(i) Inflatable signs.

(j) Pole or pylon signs, except as provided otherwise in Section 9-18-7-2 of this Article.

(k) Portable signs.

(l) Revolving signs.

(m) Roof signs.

(n) Signs erected within a state or city right-of-way without the permission of the owner.

(o) Signs erected without the permission of the property owner.

(p) Signs with a color and/or shape that imitates, or could be mistaken for, an official traffic control sign, such as a red, octagonal sign or a yellow, triangular sign.

(q) Signs that obstruct any fire escape, window, door, or opening usable for fire prevention or suppression, or that prevent the free passage from one part of a roof to any other part thereof.

(r) Signs containing reflective elements that sparkle in the sunlight or otherwise simulate illumination during daylight hours or that contain luminous paint that glows in the dark.

(s) Signs lit with neon, neon or LED lights, and the outlining with any sort of lighting of windows, doors, or other parts of a building or structure with lighting, and any other sign, advertising device, or lighting practice that is inconsistent with Chapter 9-18-4 of this Article.

(t) Signs attached to freestanding walls (including retaining walls) or fences or poles~~.~~

(u) Umbrellas used for advertising or with sign copy.

(v) Vehicular signs.

(w) Wind-blown devices, including but not limited to pennants and streamers.

CHAPTER 9-18-3
LOCATION AND PLACEMENT REQUIREMENTS

Section 9-18-3-1. Generally.
Section 9-18-3-2. Right of Way.
Section 9-18-3-3. Setback for Ground Signs.
Section 9-18-3-4. Obstruction of Sight Visibility.
Section 9-18-3-5. Obstruction of Visibility of Traffic or Public Sign.
Section 9-18-3-6. Obstruction of Building Access.
Section 9-18-3-7. Obstruction of Utilities.
Section 9-18-3-8. Vertical Clearance.
Section 9-18-3-9. Obstruction of Tree Critical Root Zone.
Section 9-18-3-10. Signs on Natural Objects.
Section 9-18-3-11. Signs on Benches or Bus Shelters.
Section 9-18-3-12. Signs Attached to Light Poles.
Section 9-18-3-13. Signs on Fences or Freestanding Walls.

Section 9-18-3-1. Generally.

No sign or advertising device shall be located, moved, placed, or maintained in any manner inconsistent with this Chapter.

Section 9-18-3-2. Right of Way.

It shall be unlawful to affix or attach any material to a utility pole or light pole in a public right of way. No part of any sign shall be located in, over, or project into a local or state public right-of-way, except for the following:

(a) Wall or attached canopy signs otherwise complying with this Article, within the C-B zoning district.

(b) A-frame signs otherwise complying with this Article, on a public sidewalk in the C-B zoning district.

(c) Banners attached to light or utility poles in a city right of way if authorized the governing body of the City of Gainesville.

(d) Any other sign specifically authorized by the governing body of the City of Gainesville, which may include wayfinding and sign kiosk programs.

Section 9-18-3-3. Setback for Ground Signs.

There shall be a minimum of five (5) feet between any street right-of-way/front property line and the nearest edge of a ground sign; provided, however, that the Community Development Director may reduce or waive the setback requirement when issuing a sign permit, for good cause shown.

Section 9-18-3-4. Obstruction of Sight Visibility.

(a) No sign shall be erected, placed, moved, or maintained where, by reason of its placement, it obstructs, obscures, impairs, or interferes with the view of motorists or pedestrians entering or exiting public and private access ways and driveways.

(b) The placement of ground signs will be examined during the permitting process, if applicable, to ensure that ground signs are located outside of any sight visibility triangle required by this Unified Land Development Code.

Section 9-18-3-5. Obstruction of Visibility of Traffic or Public Sign.

No sign shall be placed so as to obscure or otherwise interfere with the effectiveness of a traffic sign, signal, or device or official sign.

Section 9-18-3-6. Obstruction of Building Access.

No sign shall be erected, located, or maintained in such a manner as to interfere with safe and free ingress and egress to any door, window, or emergency exit of any building or structure.

Section 9-18-3-7. Obstruction of Utilities.

(a) No sign shall interfere with utilities, such as water mains and hydrants, sanitary sewerage, gas, electricity, and communications equipment or lines, nor interfere with natural or manmade storm water drainage facilities.

(b) No permanent or temporary ground sign shall be placed in a utility easement unless specifically authorized by the Community Development Director.

Section 9-18-3-8. Vertical Clearance.

Projecting signs and suspended signs, where authorized by this Article, shall provide a minimum vertical clearance of nine (9) feet from any public sidewalk or private walkway and eight (8) feet of clearance from ground level to the bottom of the sign in any other location. (Cross-Reference: Sec. 9-18-6-9).

Section 9-18-3-9. Obstruction of Tree Critical Root Zone.

No ground sign, whether permanent or temporary, shall be installed on the ground within the critical root zone of an existing tree.

Section 9-18-3-10. Signs on Natural Objects.

No sign or advertising device shall be painted on or attached to trees, rocks, or any other natural features; provided however, that on property within R-I-A, R-I, and N-C zoning districts, a sign otherwise authorized by this Article and with an area of one (1) square foot or less may be attached to a tree, rock, or other natural feature on private property.

Section 9-18-3-11. Signs on Benches or Bus Shelters.

No sign or advertising device shall be painted on or attached to a bench or bus shelter, unless specifically authorized by the governing body of the City of Gainesville.

Section 9-18-3-12. Signs Attached to Light Poles.

No sign or advertising device shall be attached to a light pole on private property.

Section 9-18-3-13. Signs on Fences or Freestanding Walls.

No sign or advertising device shall be attached to a fence or freestanding wall, except for the following:

(a) One identification plate not exceeding ¼ square foot of area may be affixed to any fence.

(b) This section does not prevent project entrance signs as authorized by this Article.

CHAPTER 9-18-4
ILLUMINATION

Section 9-18-4-1. Definitions Related to Illumination.
Section 9-18-4-2. Compliance with Electrical Code.
Section 9-18-4-3. General Prohibitions.
Section 9-18-4-4. Maximum Luminance.
Section 9-18-4-5. Restrictions on Changeable Copy.
Section 9-18-4-6. Lighting of Awnings.
Section 9-18-4-7. External Illumination Standard.

Section 9-18-4-1. Definitions Related to Illumination.

Beacon: A stationary or revolving light which flashes or projects illumination, single color or multi-colored, which is required or necessary under the safety regulations promulgated by the Federal Aviation Administration or similar agencies.

Candela: The basic unit of measurement of light in SI (metric) units.

Candela per square meter (cd/m²): The SI (metric) unit used to describe the luminance of a light source or of an illuminated surface that reflects light. Also referred to as Nits.

Candle or candlepower: Synonymous with Candela, but in English, not SI, terms.

Dissolve: A mode of message transition on an electronic changeable copy sign accomplished by varying the light intensity or pattern, where the first message gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the subsequent message.

Externally illuminated sign: Any sign that is partially or completely illuminated at any time by an artificial light source that directly or indirectly illuminates the face of the sign from outside the sign structure.

Fade: A mode of message transition on an electronic changeable copy sign accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

Flashing: Any condition where artificial light is not maintained stationary or constant in intensity.

Fluorescent color: A color that is intense, brilliantly colored and apparently giving off light, such as but not limited to day glow (day-glo) colors.

Foot candle: An English unit of measurement of the amount of light falling upon a surface (illuminance). One foot candle is equal to one lumen per square foot. Can be measured by means of an illuminance meter.

Illuminance: The amount of light falling upon a real or imaginary surface, commonly called “light level” or “illumination”. Measured in foot candles (lumens/square foot) in the English system, and lux (lumens/square meter) in the SI (metric) system.

Illuminated sign: A sign characterized by the use of artificial light, either projecting through its surface(s) (i.e., internally illuminated); or reflecting off its surface(s) (i.e., externally illuminated).

Internally illuminated sign: A sign illuminated by an internal light source which is viewed through a transparent or translucent panel. An electronic changeable copy sign is an internally illuminated sign.

LED Sign. Any sign or portion thereof that uses light emitting diode (LED) technology or other similar semi-conductor technology to produce an illuminated image, picture, or message of any kind whether the image, picture, or message is moving or stationary. This includes any sign that uses LED technology of any kind, whether conventional (using discrete LEDs), surface mounted (otherwise known as individually mounted LEDs), transmissive, organic light emitting diodes (OLED), light emitting polymer (LEP), organic electro polymer (OEL), or any other similar technology. An LED sign is a changeable copy electronic sign.

Lux: The SI (metric) unit for illuminance. One lux equals 0.093 foot candles.

Neon lighting or outlining: A sign, display, or installation outlining windows, doors, or other portions of the building which is composed of one or more discharge lamps in which the gas contains a large proportion of neon, giving it a fluorescent or extremely bright color.

Nit: A standard unit of luminance; a measurement of direct light (i.e., looking directly at the light source), used to describe displays. A “nit” is an amount of emanating light equal to one candela per square meter (cd/m2).

Scroll: A mode of message transition on an electronic changeable copy sign in which the message appears to move vertically across the display surface.

Transition: A visual effect used on an electronic changeable copy sign to change from one message to another.

Travel: A mode of message transition on an electronic changeable copy sign, in which the message appears to move horizontally across the display surface.

Section 9-18-4-2. Compliance with Electrical Code.

(a) No sign shall have exposed electrical wires.

(b) All electrical service to a sign shall be in compliance with the National Electrical Code adopted by city Code Section 9-20-1-3 and any other city code sections related to the regulation of electricity.

(c) An electrical permit shall be required for first-time electrical connections to signs.

Section 9-18-4-3. General Prohibitions.

(a) The outline-lighting of windows and doors with strings of light bulbs, neon lights, LED lights or any form of lighting shall not be permitted, except as part of holiday decorations (Cross-Reference: Sec. 9-9-3-14 (g) 3).

(b) It shall be unlawful to utilize strobe, laser, and search lights except for emergency or public safety operations.

(c) No sign shall be illuminated if it is located on a lot used exclusively for a single-family dwelling (including manufactured home), two-family dwelling (duplex), an agricultural use, or combination of agricultural and residential use.

(d) No temporary sign shall be illuminated.

(e) No incidental sign shall be illuminated.

(f) No sign in an R-I-A, R-I, N-C, R-II, O-I, or N-B zoning district shall be internally illuminated (note: this requirement by definition prohibits electronic changeable copy signs in these zoning districts).

(g) A flag may be externally illuminated only if it is flown from a freestanding pole.

Section 9-18-4-4. Maximum Luminance.

(a) Night-time. Signs that are authorized to be externally illuminated shall not exceed a maximum luminance level of 500 cd/m² or nits, regardless of the method of illumination, from apparent sunset until apparent sunrise, as determined by the National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce, for the specific geographic location and date.

(b) Daytime. Signs that are authorized to be externally illuminated shall not exceed a maximum luminance level of 5,000 cd/m² or nits, regardless of the method of illumination, from apparent sunrise to apparent sunset, as determined by the National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce, for the specific geographic location and date.

(c) Dimmer Control. Electronic changeable copy signs, where permitted, must have an automatic phased proportional dimmer control, photocell or other light sensing device, or a scheduled dimming timer, or another approved device, which produces a distinct illumination change that reduces nighttime brightness levels compared to daytime brightness levels. The applicant for any such electronic changeable copy sign shall provide written certification from the sign manufacturer that the light intensity has been factory pre-set not to exceed the levels specified in this Chapter; end-user manipulation of pre-set levels shall not be permitted.

Section 9-18-4-5. Restrictions on Changeable Copy.

The following restrictions shall apply to all signs with changeable copy:

(a) Light Color. Lighting of changeable copy signs shall be limited to amber or white color only.

(b) Duration of Message. Each message shall remain fixed for at least ten (10) seconds.

(c) Transition Time. There shall be a transition time of no more than two (2) seconds between different messages for electronic changeable copy signs and no more than

three (3) seconds for mechanical changeable copy signs. Messages that dissolve or fade during transition time shall be permitted.

(d) Manner of Display. Messages shall not consist of video, and messages shall not flash, blink, vary in light intensity, or travel, scroll, or behave in any other way which constitutes or implies motion or movement, except as specifically provided in this section during transition time.

(e) Freeze at Malfunction. Changeable copy electronic signs shall include a default designed to freeze a display in one still position if a malfunction occurs.

Section 9-18-4-6. Lighting of Awnings.

Internally lit (including backlit) awnings are prohibited, except as may be specifically authorized by the Community Development Director as part of a uniform sign plan (see Section 9-18-7-4 of this Article) pertaining to property in a commercial zoning district.

Section 9-18-4-7. External Illumination Standard.

Externally illuminated signs shall be lighted by a white, steady stationary light of reasonable intensity, shielded and directed solely at the sign, so as not to cause glare or spill light into the road right-of-way or up into the sky.

CHAPTER 9-18-5
BASIC SIGN PERMISSIONS

Section 9-18-5-1. Principal Use Ground Sign, Single-Use.
Section 9-18-5-2. Principal Use Ground Sign, More Than One Use.
Section 9-18-5-3. Accessory Ground Sign.
Section 9-18-5-4. Wall Sign.
Section 9-18-5-5. Window Sign.
Section 9-18-5-6. Project Entrance Sign.

Section 9-18-5-1. Principal Use Ground Sign, Single-Use.

One principal use ground sign per property frontage is authorized for each developed property (i.e., excluding vacant properties) for a single use, except for single-family detached residences, two-family residences, and agricultural land uses, not to exceed the following sign face area, sign structure area (includes sign face area), and height limitations for the zoning district in which the lot is located:

Regulation	**Zoning District**					
	R-I-A, R-I, N-C, R-II*	**R-O**	**O-I, N-B**	**R-B, G-B**	**C-B**	**L-I, H-I**
Maximum sign face area (sq. ft.)	24	32	64	80	40	80
Maximum sign structure area (sq. ft.)	32	48	96	120	60	120
Maximum height (feet)	8	8	10	10	10	10

* These sign allowances (principal use ground sign – individual use) are for non-single-family residential uses that are permitted outright or as a special use in these residential zoning districts.

Section 9-18-5-2. Principal Use Ground Sign, More than One Use.

Principal use ground signs are authorized for each property developed (i.e., excluding vacant properties) for more than one use or tenant, not to exceed the following requirements by zoning district:

Principal Use Ground Sign Regulations	**Zoning District**					
	R-I-A, R-I, N-C, R-II	**R-O**	**O-I, N-B**	**R-B, G-B**	**C-B**	**L-I, H-I**
Maximum number	N/A	1 per street frontage	1 per street frontage	1 per 200' of street frontage, maximum 3 per lot	1 per street frontage	1 per street frontage
Maximum sign face area (sq. ft.)	N/A	32	120	140	80	140
Maximum sign structure area (sq. ft.)	N/A	60	160	240	120	240
Maximum height (feet)	N/A	8	15	15	15	15

Section 9-18-5-3. Accessory Ground Sign.

(a) One accessory ground sign per property frontage shall be permitted for each lot used for commercial, industrial, institutional, residential dwelling, agricultural land use, and for each vacant property, not to exceed the following area and height limitations:

Accessory Ground Sign Allowance	**Zoning District**					
	R-I-A, R-I, N-C, R-II	**R-O**	**O-I, N-B**	**R-B, G-B**	**C-B**	**L-I, H-I**
Accessory ground sign maximum sign face area (sq. ft.)	4	8	16	24	N/A	24
Accessory ground sign maximum height, single-ground sign (ft.)	4	6	6	6	N/A	6

(b) The Community Development Director may permit increases in area or height of one or more accessory ground signs as part of an approved uniform sign plan (see Section 9-18-7-4 of this Article).

Section 9-18-5-4. Wall Sign.

Wall signage is authorized in accordance with this section.

(a) Wall signage is permitted in accordance with this section for two (2) building walls only, unless otherwise authorized via a uniform sign plan (Section 9-18-7-4).

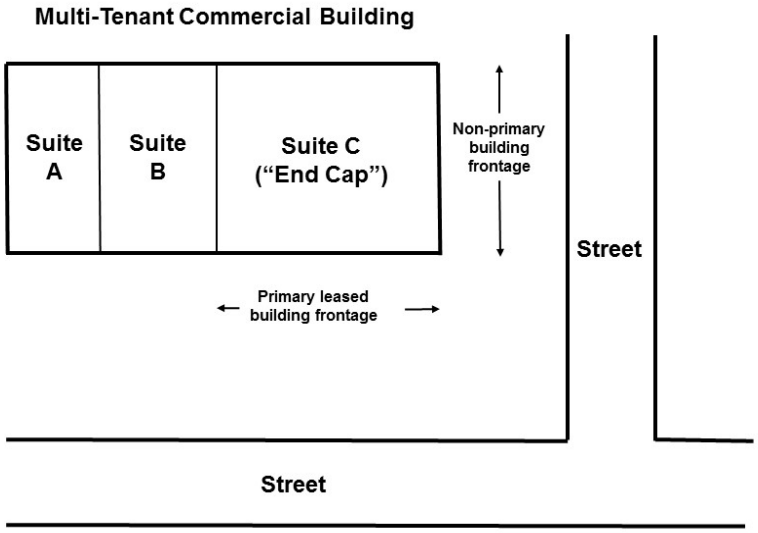
(b) For a building with only one (1) tenant or owner, wall sign authorization shall be calculated on the basis of the entire building frontage (see definition in Chapter 9-18-2).

(c) For a building containing more than one (1) business, establishment, or leasable space, wall signage allowances for each such business, establishment, or leasable space shall be calculated individually for each tenant space based on the amount of building frontage leased by that business or establishment and shall be the leased portion of the total building frontage.

(d) Wall signs shall not exceed the maximum number, maximum sign area, or maximum height provisions as follows for a single wall sign allowance:

Wall Sign Regulations	**Zoning District**					
	R-I-A, R-I, N-C, R-II	**R-O**	**O-I, N-B**	**R-B, G-B**	**C-B**	**L-I, H-I**
Maximum number per leased building frontage	N/A	N/A	1	1	1	1
Maximum sign area (sq. ft.) of all wall signs per building frontage	N/A	N/A	1 square foot for each linear foot of leased building frontage			
Maximum height	N/A	N/A	Wall signs shall not exceed the height of the building wall on which it is attached			

(e) When an establishment has two (2) or more building frontages, wall signage on the second (non-primary) building wall shall be limited to ½ square feet for each linear foot of leased building frontage (see illustration below).



(f) In addition to the sign area allowance of this Section, one (1) additional square foot for each linear foot of leased building frontage of sign area is permitted if the wall sign is located on a building that is setback on the lot a distance of four (4) times the distance of the required building setback.

(g) The Community Development Director may authorize more than one wall sign per leased building frontage, and/or an increase in sign area, as part of approval of a uniform sign plan (see Section 9-18-7-4 of this Article).

Section 9-18-5-5. Window Signs.

Signs within windows and doors, except incidental signs exempt from the requirements of this Article, shall be permitted in nonresidential zoning districts, not to exceed twenty-five (25) percent of any individual window and fifty (50) percent of glass panes of any doors.

Section 9-18-5-6. Project Entrance Sign.

(a) Applicability. This section shall not apply to a lot which is authorized to have a principal use ground sign. This section shall apply to lots at the intersection of a public right of way and a public or private street or driveway serving any of the following: a subdivision of detached, single-family homes; an office condominium project, and a commercial or industrial subdivision.

(b) One two-sided project entrance sign allowance. Any residential subdivision office condominium project, or commercial or industrial subdivision shall be permitted one (1) ground sign (which may be two sided) at each entrance to the subdivision or complex, not exceeding the following area and height limitations:

Single Project Entrance Sign Allowances	**Zoning District**					
	R-I-A, R-I, N-C, R-II	**R-O**	**O-I, N-B**	**R-B, G-B**	**C-B**	**L-I, H-I**
Ground sign maximum sign face area (sq. ft.)	32	32	64	96	N/A	96
Ground sign maximum height, single-ground sign (ft.)	8	8	10	10	N/A	12

(c) Two, one-sided project entrance sign allowance. In lieu of a single project entrance sign allowed per this section, any residential subdivision, office condominium project, or commercial or industrial subdivision shall be permitted two (2), one-sided ground signs at each entrance, integrated into an entrance monument wall, one on each side of said entrance, to the subdivision or complex, provided that the signs together do not exceed the area allowances for a single project entrance sign area limitations of this section.

CHAPTER 9-18-6
SUPPLEMENTAL SIGNAGE ALLOWANCES AND REQUIREMENTS

Section 9-18-6-1. Sign During Sale or Construction.
Section 9-18-6-2. A-frame Sign.
Section 9-18-6-3. Banner, Temporary.
Section 9-18-6-4. Billboards.
Section 9-18-6-5. Canopy or Awning Sign.
Section 9-18-6-6. Changeable Copy.
Section 9-18-6-7. Drive-Through Lane Sign.
Section 9-18-6-8. Flag.
Section 9-18-6-9. Special Temporary Event Advertising.
Section 9-18-6-10. Suspended or Projecting Sign.

Section 9-18-6-1. Sign During Sale or Construction.

This section authorizes temporary signage during the time a lot, building, or tenant space is for sale, lease, rent, or under construction, as follows, subject to the area and other limitations of this section. Such signs authorized in this section may be placed on a site as specified until the property or premises is sold, leased, or rented, in which case the sign is no longer authorized.

(a) Vacant lot. During the time a vacant lot is for sale, lease, rent, or under construction, one (1) ground sign per property frontage shall be authorized on the lot.

(b) Building. During the time a building on a lot is for sale, lease, rent, or under construction, one (1) ground sign per property frontage, or one (1) wall sign per building frontage, or one (1) window sign shall be authorized.

(c) Multiple buildings or tenant spaces. During the time a development with more than one building, and/or a development with more than one leasable spaces within one or more buildings, has tenant spaces for sale, lease, rent, or under construction, one (1) ground sign shall be authorized on the lot. In addition, either one (1) wall sign shall be authorized on the building with tenant space available, or one (1) window sign shall be authorized within the building window of the tenant space available.

Signs During Sale or Construction	**Zoning District**					
	R-I-A, R-I, N-C, R-II	**R-O**	**O-I, N-B**	**R-B, G-B**	**C-B**	**L-I, H-I**
Ground sign maximum sign face area (sq. ft.)	4	12	24	48	32	48
Ground sign maximum height (ft.)	4	4	6	8	8	8
Wall sign (sq. ft.)	4	12	24	48	32	48
Window sign (% of total window area)	50%	50%	25%	25%	25%	25%

Section 9-18-6-2. A-frame Sign.

(a) An institution or establishment is authorized to display, during the institution or establishment's hours of operations, one (1) A-frame sign, not exceeding three (3) feet in

height or six (6) square feet in area in the following locations: on a public sidewalk in the C-B zoning district; and in commercial zoning districts which have (on) a private sidewalk or private walkway in front of the building located at least forty (40) feet from a public right of way. Any other location is prohibited.

(b) No such A-frame sign shall obstruct pedestrian or handicapped accessibility movements.

(c) Any sign authorized by this section shall be removed from the sidewalk or walkway when the institution or establishment is not open.

Section 9-18-6-3. Banner, Temporary.

(a) Interim for an establishment. The occupant or prospective occupant of a building or leased space may erect a temporary banner not exceeding 32 square feet in area, prior to the issuance of a certificate of occupancy, provided that the occupant or prospective occupant has applied for a sign permit for permanent wall sign (or if permitted, permanent ground sign) for the building or leased space. The temporary banner may be affixed to a building wall, or if properly secured be affixed to an existing sign or to the ground. The temporary banner shall not remain in place for more than 60 days and must be removed once the permanent wall sign is erected.

(b) Temporary for residential subdivision. On any lot at the entrance to a subdivision of detached, single-family lots which has a lawful project entrance sign, one (1) temporary banner not exceeding sixteen (16) square feet may be attached to the face of the project entrance sign or secured to the ground, during a time period of forty (40) days before and forty (40) days after the official date of a public high school graduation in the locality.

(c) General restrictions. Banners shall not be hung as under-canopy signs, flown as flags, or attached to or used as any other form of sign unless specifically provided otherwise in this Article.

Section 9-18-6-4. Billboards.

A billboard, as defined, is allowed subject to compliance with the following requirements:

(a) The sign must be located in G-B, L-I, or H-I zoning districts within 300 feet of a State, U.S. or Interstate numbered highway.

(b) In the G-B district, the area of the sign face shall not exceed 80 square feet. In the L-I and H-I districts, the area of the sign face shall not exceed 240 square feet. In each of the districts, the height of the sign shall not exceed 25 feet.

(c) All portions of the billboard shall be located in accordance with the principal building setback requirements of the zoning district in which it is located.

(d) The billboard shall not be located within 1,000 feet of any other billboard or within 500 feet of a residential zoning district. Distance measurements shall be made horizontally in all directions from the nearest edge of the sign face.

(e) The billboard may not be located on or over any building.

(f) Billboards located near expressway interchanges shall be limited as follows:

1. No more than one (1) billboard may be located in each quadrant of the interchange.

2. Such billboards shall be restricted to an area in each quadrant 1,200 feet long beginning 500 feet from the road that crosses the expressway or 500 feet beyond the point where the pavement begins to widen on the main travelway of the expressway to accommodate an exit or entrance ramp, whichever is farther from the interchange.

(g) All billboards visible from or within 660 feet of a U.S. or State numbered highway shall comply with all requirements of the State of Georgia.

A site plan prepared by a registered land surveyor, architect or engineer shall be submitted with all billboard applications. The site plan shall include a boundary survey of the property, the exact location of the proposed billboard, and certification that all dimensional and distance requirements of this chapter are met.

Section 9-18-6-5. Canopy or Awning Signs.

(a) Freestanding canopies covering accessory uses or structures on a commercial or industrial lot shall be permitted one attached sign on each side of the freestanding canopy facing a street, not to exceed one-quarter (1/4) square foot per linear frontage of canopy per individual canopy sign.

(b) Signs on awnings attached to a building face shall be regulated as wall signs, except that an additional awning sign may be authorized per design review in the C-B zoning district.

Section 9-18-6-6. Changeable Copy.

(a) No more than one (1) changeable copy electronic sign shall be permitted for any single lot.

(b) Changeable copy, not to exceed twenty (20) square feet in area, shall be authorized to be incorporated into a principal use, monument (ground) sign.

(c) Changeable copy electronic signs are authorized only if in compliance with Chapter 9-18-4 of this Article with regard to illumination and electronic changeable copy signs.

(d) Changeable copy shall not be incorporated into an existing nonconforming billboard.

Section 9-18-6-7. Drive-Through Lane Sign.

Drive-through lanes serving a restaurant may have a maximum of two display boards, each not exceeding six (6) feet in height or thirty-six (36) square feet in area.

Section 9-18-6-8. Flag.

Any residence, establishment, or institution may display as many as three (3) flags, per lot, when displayed in accordance with the placement, height, and area requirements of this section. Flags may be displayed on a freestanding pole, projecting from a building or door or placed in a window as provided in this Section. Flags shall not be ground-mounted or affixed to utility poles, light poles, or vehicles.

(a) Pole flags. A flag may be displayed from a purpose-built, professionally fabricated, freestanding pole not to exceed a height of thirty (30) feet. An individual flag flown from such a pole shall not exceed an area of forty (40) square feet.

(b) Projecting flags. Flags may be flown from a metal or wooden pole attached to a bracket projecting from the side of a building or doorframe. The pole projecting from a building shall not exceed six (6) feet in length. The flag flying from such pole shall not exceed an area of fifteen (15) square feet.

(c) Window flags. Flags may be hung in the window of any non-residential property. The area of the flag is subject to the area limitations for window signage.

Section 9-18-6-9. Special Temporary Event Advertising.

(a) Findings and Intentions. Certain advertising devices, such as banners or inflatable signs, are not normally appropriate given the objectives of the city to maintain aesthetics and to prevent clutter resulting from competition among establishments for attention. While it is appropriate to disallow the general use of banners, temporary ground signs, inflatable signs, and certain other advertising devices it is considered appropriate in the city to permit businesses and establishments to use certain advertising devices occasionally, for a limited duration.

(b) Permit. Special temporary event signage shall be authorized upon issuance of a permit for special temporary outdoor event pursuant to Chapter 9-10-8-2 of this Unified Land Development Code, subject to compliance with this Section.

(c) Permissions. Notwithstanding the prohibitions specified in this Article, at the discretion of the applicant, any one of the following signs and advertising devices may be applied for as part of a special temporary event and approved by the Community Development Department:

1. One (1) banner, not exceeding thirty-two (32) square feet in area nor twelve (12) feet in height.

2. No more than two (2) additional, temporary ground signs not exceeding eight (8) square feet each nor a height of four (4) feet (excludes feather banners).

3. One (1) or more inflatable sign, or balloons, not to exceeding a total of thirty-two (32) cubic feet in volume. (Note: a standard balloon with an inflated diameter of eleven (11) inches has a capacity of approximately 0.5 cubic feet). The Community Development Director may authorize the placement of an inflatable sign on the roof of a building, notwithstanding the general prohibition in this Article of roof signs, but

not to exceed the maximum building height allowance for the zoning district in which the sign is located.

4. A combination of these permissions approved by the Community Development Department that is the functional equivalent in terms of advertising area.

(d) Duration. Signage shall be limited to a total of 60 days a calendar year for the same business or organization.

(e) Illumination. Signage permitted pursuant to this Section shall not be illuminated.

Section 9-18-6-10. Suspended or Projecting Sign.

(a) One (1) suspended or projecting sign per leased building frontage is permitted in C-B zoning districts, if projecting or suspended from a building wall or canopy, not to exceed six (6) square feet in area, and subject to the vertical clearance requirements of Section 9-18-3-8 of this Article (i.e., nine (9) feet from any public sidewalk or private walkway and eight (8) feet of clearance from the ground level to the bottom of the sign in any other location).

(b) The Community Development Director may authorize the use of suspended or projecting signs in commercial shopping centers in other commercial zoning districts, as a part of approving a uniform sign plan (see Section 9-18-7-4 of this Article), limited to one such suspended sign per establishment with an area not to exceed six (6) square feet.

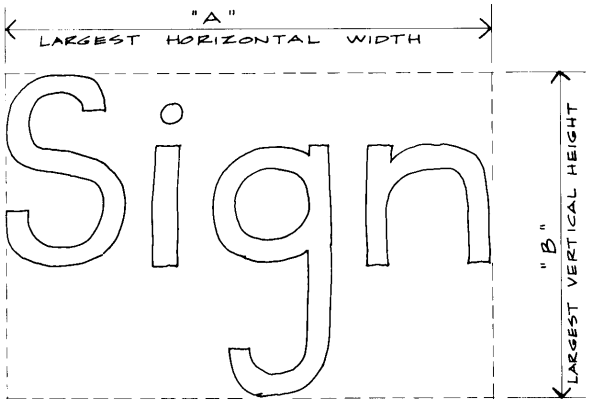
CHAPTER 9-18-7
INTERPRETATIONS, MODIFICATIONS AND VARIANCES

Section 9-18-7-1. Computation of Sign Face and Sign Structure Areas.
Section 9-18-7-2. Modification of Monument Signage Requirement.
Section 9-18-7-3. Signs in Planned Unit Development (PUD) Zoning Districts.
Section 9-18-7-4. Uniform Sign Plans.
Section 9-18-7-5. Variances.

Section 9-18-7-1. Computation of Sign Face and Sign Structure Areas.

The area of a sign face and sign structure shall be computed as follows:

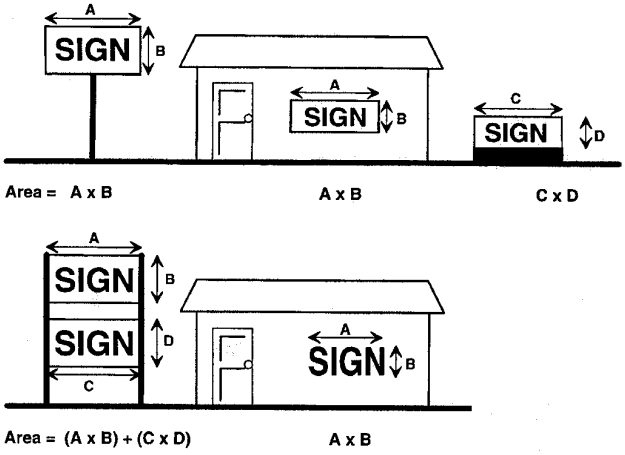
(a) The area of a "sign face" shall be computed as the area within the smallest rectangle enclosing the limits of a sign face, or the combination of the areas of all such rectangles delimiting each sign face module, together with any material, texture, or color forming an integral part of the sign face or used to differentiate the sign face from the structure upon which it is placed.



MEASUREMENT OF WALL SIGN AREA WHERE THERE IS NO DEFINED SIGN BACKGROUND

"A" x "B" = SIGN AREA

(b) The computation of the area of a sign face shall not include the structure, supports or uprights on which the sign face is placed or any portions of a sign structure that are not intended to contain any message or idea and are purely structural or decorative in nature, other than those portions contained within the rectangle that delimits the sign face or a sign face module.

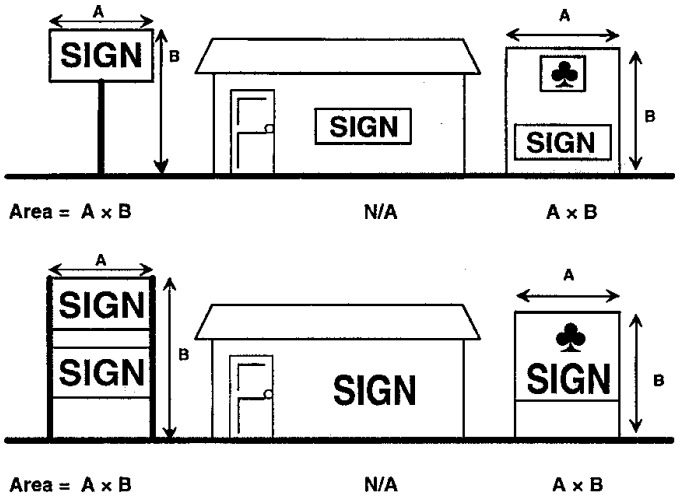


Examples of Sign Face Area Measurements

(c) Any sign on which the words, letters, figures, symbols, logos, fixtures, colors, or other design elements routinely change or are intended to be changed from time to time, the sign face area shall include the entire area within which any words, letters, figures, symbols, logos, fixtures, colors, or other design elements may be placed, together with any material, texture, or color forming an integral part of the sign face or used to differentiate the sign face from the freestanding structure or building face upon which it is placed.

(d) The area of a sign structure of a ground sign shall be computed as the area within the sign face plus all portions of the sign structure and all open or solid areas within the total area of the sign structure (i.e., tallest height x widest width).

(e) For multi-faced signs, when the sign face surfaces are parallel (back-to-back), or where the interior angle formed by the faces is 45 degrees or less, the area of the sign shall be taken as the area on the largest side. For all other multi-faced signs, the area of the sign shall be the total area on all sides that can be viewed at one time from any angle.



Examples of Sign Structure Area Measurements

Section 9-18-7-2. Modification of Monument Signage Requirement.

The Community Development Director, during design review of a sign application, is authorized to modify the strict terms of this Article as they pertain to monument-style signs. For good cause shown (including but not limited to equal or better aesthetics and compatibility with the building architecture or the character of the district in which the sign is located), the Community Development Director may authorize a pylon or pole sign (see definition in Chapter 9-18-2).

Section 9-18-7-3. Signs in Planned Unit Development (PUD) Zoning Districts.

For signs in the PUD zoning district each development shall conform to the sign regulations established as part of the zoning approval for the Planned Development (including previously established P-R-D, P-O-D, P-C-D and P-I-D Planned Development Districts). If no such regulations exist, each portion of a Planned Development existing on the effective date of this Unified Land Development Code shall conform to the regulations of this Article for the zoning district most comparable to that portion of the Planned Development, as determined by the Director of Community Development.

Section 9-18-7-4. Uniform Sign Plans.

A uniform sign plan is required for any multi-tenant nonresidential development, such as a shopping center, before any building signs or freestanding signs for the development or the development's tenants may be erected on the property. The intent of this Section is to provide for compatibility of all signs within a particular multi-building or multi-tenant development so that they conform to certain physical characteristics such as color, font, design of sign face, sign face module, sign structure, etc.

Modifications to the restrictions on signage for a specific property or development may be requested for administrative approval by submitting to the Community Development Department a uniform sign plan for review and processing. The uniform sign plan shall not be considered or used as an alternative to the strict regulations of this Article, except that building sign requirements may be modified pursuant to a uniform sign plan for good cause shown and greater visual coherence and coordination within the development.

Uniform sign plans shall at minimum consist of the following:

(a) Drawings and specifications as may be required to clearly illustrate the location, materials, size, letter style, and color of all and every sign to be placed as freestanding and building signs within the development.

(b) Design standards such that signs of a similar type and function within the development shall have a consistency of size, lettering style, color scheme, and construction materials so as to present a unified design concept while respecting the differences between tenant types and occupancies.

Following approval by the Community Development Department, a uniform sign plan shall be binding on the owner, and any lessees, subtenants, purchasers, or other occupants, until or unless the uniform sign plan is replaced with another approved uniform sign plan or the uniform sign plan is repealed (and in such cases the strict terms of this Article shall apply).

Section 9-18-7-5. Variances.

(a) A property owner or sign owner may apply for a variance from the provisions of this Article.

(b) The application shall be accompanied by an elevation drawing and/or plot plan, drawn to scale, showing the dimensions and arrangement of the proposed sign. An inventory of signs and sign areas and heights existing on the property shall also be submitted. The Department of Community Development may require other information about the variance requested and its relationship to the surrounding properties. Variance applications shall be accompanied by a fee as established by resolution of the governing body of the City of Gainesville.

(c) Applications to vary the sign regulations in this article shall be filed, considered and decided subject to the procedures and notice requirements of Chapter 9-22-6 of this Unified Land Development Code.

CHAPTER 9-18-8
NONCONFORMING SIGNS

Section 9-18-8-1. Nonconforming Signs.
Section 9-18-8-2. Sign Limitations When Nonconforming Sign Exists.

Section 9-18-8-1. Nonconforming Signs.

(a) A wall or ground sign that lawfully existed on the effective date of this Unified Land Development Code may continue to be used, except that the nonconforming sign: shall not be moved to another location on the site; replaced by another nonconforming sign; or enlarged or altered in a way that increases its nonconformity or that adds value to said sign.

(b) A nonconforming ground or wall sign shall not be reused for a new business or establishment. This includes, a prohibition against the replacement of a sign face module for a new business on a sign or sign structure that exceeds the maximum area or height requirements established by this Article, or otherwise does not conform with the requirements of this Article. This paragraph does not apply to nonconforming billboards.

(c) The addition of changeable copy to any nonconforming freestanding sign is prohibited.

(d) Minor repairs and maintenance of nonconforming signs shall be permitted; provided, however, that no change in the shape or size of a nonconforming sign shall be permitted except to make the sign comply with the requirements of this Article. In no case shall a nonconforming sign be repaired, rebuilt, replaced, moved, or altered after damage exceeding 50 percent of the value of the sign.

Section 9-18-8-2. Sign Limitations When Nonconforming Sign Exists.

No sign or advertising device shall be erected for the same establishment on the same lot with an existing nonconforming sign until the nonconforming sign has been removed or made to conform to the provisions of this Article. Existing, nonconforming billboards are not subject to the requirements of this Section.

CHAPTER 9-18-9
MAINTENANCE, ENFORCEMENT, AND REMOVAL

Section 9-18-9-1. Sign Maintenance.
Section 9-18-9-2. Situations Where Maintenance is Required.
Section 9-18-9-3. Removal of Certain Signs.

Section 9-18-9-1. Sign Maintenance.

All signs, together with all their supports, braces, guys, and anchors shall be kept in good repair and, unless constructed of galvanized or noncorrosive metal, shall be given a protective coating as necessary to maintain a clean appearance and safe condition.

Section 9-18-9-2. Situations Where Maintenance is Required.

Upon discovery of a sign in need of maintenance, the Director of Community Development, his or her designee, City Marshal or, or other administrative official responsible for administration shall give written notice to the owner of the sign or the owner of the property on which the sign is located if the owner of the sign itself cannot be determined. Said notice shall state the item or items requiring repair or maintenance. The owner shall have thirty (30) days in which to repair or maintain the sign before a citation is issued. If the owner has failed to make repairs or the necessary maintenance within that time, the enforcement officer shall initiate enforcement proceedings as required to cure violation of this Article. Situations constituting the need for maintenance include but are not limited to the following:

(a) Lettering or other elements of the sign have become detached or have fallen off the sign or become misaligned.

(b) Painted surfaces on the sign or sign structure have begun to peel, flake over a significant portion of the sign, or have faded or oxidized to an extent that the sign no longer displays the message as originally intended.

(c) A significant number of the bricks, stones, or other materials on the structural base of a sign have become detached or have fallen off, or have become misaligned.

(d) Other similar conditions of disrepair or lack of maintenance as determined by the Community Development Director.

(e) For lighted signs, one or more illumination devices are not working and have not been replaced.

Section 9-18-9-3. Removal of Certain Signs.

(a) Signs in right of way. As authorized in O.C.G.A. 32-6-51, any sign, signal, device, or other structure erected, placed, or maintained on the dedicated right of way of any public road in violation of this Article is declared to be a public nuisance, and the officials having jurisdiction of the public road affected may remove or direct the removal of the same.

(b) Unlawful temporary signs. Temporary signs erected in violation of this Article may constitute a safety hazard and are subject to being removed without notice and being destroyed. Additionally, if such signs are erected unlawfully, or in improper areas, or beyond the permissible time frame, they are subject to being taken down and destroyed by the City's Director of Community Development, or his or her designee, City Marshal, or other enforcement officer, without notice.

(c) Unlawful signs of a more permanent nature. Except as provided in paragraph (a) of this Section, if any sign is installed, erected, or constructed in violation of this Article, the owner or person or firm maintaining the sign shall, upon notice either written or verbal from the Director of Community Development, his or her designee, City Marshal, or other enforcement officer, remove prohibited signs immediately. Any such sign not removed within the time period allotted from the written notice, may be removed by the City, and the City of Gainesville shall have the right to place a lien on the property in accordance with Section 106.3 of the International Property Maintenance Code adopted in City Code Section 9-20-1-1.

(d) Derelict signs. Should any sign become insecure or in danger of falling or otherwise unsafe in the opinion of the Director of Community Development, Building Official, City Marshal, or other code enforcement officer, the owner or person or firm maintaining the sign shall, upon written notice from said enforcement officer, forthwith in the case of immediate danger and in any case within ten (10) days, remove such sign or secure it in a manner approved by the enforcement officer. Any such sign not removed or secured within ten (10) days from the written notice may be removed by the City, and the City of Gainesville shall have the right to place a lien on the property in accordance with Section 106.3 of the International Property Maintenance Code adopted in City Code Section 9-20-1-1

(e) Nonconforming signs that cannot be made to conform to this Article. A nonconforming freestanding or building sign shall be removed within ninety (90) days after the business or establishment to which the sign initially pertained ceases to operate at the subject location. This paragraph does not apply to billboards.

(f) New signage proposed where a discontinued sign exists. No new sign shall be permitted to be erected on the same property until the discontinued sign or nonconforming sign, including its supports, has been removed or is converted to a lawfully conforming sign, except as otherwise provided by this Section. This paragraph does not apply to billboards.

(g) Change or removal of discontinued signs. When a property owner has a lawful and conforming freestanding or building sign that no longer is used by a business or establishment, and the owner desires to retain said sign, this section shall apply in order to retain said ground sign as a lawful sign and to avoid it being deemed a discontinued sign. If a principal use which permitted a ground or wall sign no longer exists on the site of said sign, and said sign contains a sign face that is in the form of a removable sign face module, the removable sign face module containing advertising shall be removed and replaced with a panel of like or similar appearance without advertising until another use is lawfully established and principal use or wall sign is lawfully erected. If the subject sign face contains a sign copy area that is not removable, then the said sign shall be removed or the copy area shall be painted over to conceal the advertising.

CHAPTER 9-18-10
RESERVED

CHAPTER 9-18-11
CONSTRUCTION, PERMISSIONS AND PERMITS

Section 9-18-12-1. Building Permit and Conformance to Codes.
Section 9-18-12-2. Composition and Construction Materials.
Section 9-18-12-3. Sign Approval in Historic Properties Overlay Zone.
Section 9-18-12-4. Sign Compliance Verification Letter.

Section 9-18-12-1. Building Permit and Conformance to Codes.

Whether or not required by the building code, a building permit shall be required and must be obtained from the Building Department prior to installation or placement of all the following:

(a) Permanent ground signs.

(b) Projecting signs.

(c) Suspended signs.

(d) Wall signs.

Prior to permit approval, design review in accordance with Article 9-9 of the Unified Land Development Code shall be required to be accomplished. If plans are required for issuance of a building permit for a sign, the plans shall be certified as to conformance with all structural and wind-load resistive standards of the Building Code adopted by city Code Section 9-20-1-1 by a structural engineer registered in the State of Georgia, or be prepared using standard drawings prepared by a structural engineer or other qualified professional meeting or exceeding all requirements of the Building Code adopted by city Code Section 9-20-1-1.

Section 9-18-12-2. Composition and Construction Materials.

(a) All permanent principal use ground signs and project entrance signs shall be required to be monument signs, except as may be authorized otherwise by the Community Development Director per Section 9-18-7-2 of this Article.

(b) Temporary signs shall be made of metal, plastic, laminated cardboard, or some other durable and waterproof material. No such sign shall be made of paper.

(c) The composition of any sign in the Historic Preservation Overlay Zone may be restricted or regulated by the Historic Preservation Commission.

Section 9-18-12-3. Sign Approval in Historic Preservation Overlay Zone.

Signs are external environmental features that can detract from historic character if not considered in the proper context. Signs located in the Historic Preservation Overlay Zone established by this Unified Land Development Code require a Certificate of Appropriateness to be issued pursuant to Chapter 9-23-3 of this Unified Land Development Code. Within the Historic Preservation Overlay Zone (i.e., historic districts and properties designated in Chapter 9-8-8 of this Unified Land Development Code, no freestanding or building sign shall be erected

or installed unless sign has been approved by the Gainesville Historic Preservation Commission, except as specifically provided otherwise in this Section.

In acting on applications involving sign approvals, the Historic Preservation Commission shall consider the criteria established for the issuance of certificates of appropriateness, and adopted design guidelines for signs, if any. In addition, the Historic Preservation Commission may consider the following, which shall not be limiting, in issuing certificates of appropriateness for signs and may use these criteria in determining whether to approve, deny, or modify said signs:

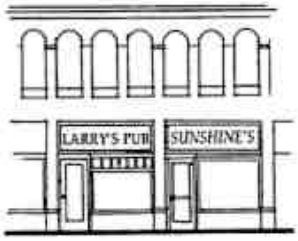
(a) The sign with its overall design makes a positive contribution to the general appearance of the street and area in which it is located.

(b) The scale, size, and shape of the sign are proportional to the building on which they are placed or to which it pertains and the area in which it is located. To this end, the Historic Preservation Commission may find that a sign is out of character with the area or not proportional to the building, activity or use and may work with the applicant to reduce the scale, size or shape or placement of the sign or signs.

(c) The sign does not obscure architectural features of the building, and the design of the sign is integrated with the design of the building.

(d) The sign is designed for and directed toward pedestrians rather than to vehicular traffic so that it can be easily and comfortably read standing adjacent to the business, activity, or use.

These signs block building elements and create a chaotic image



These signs complement the building form and create a more orderly appearance

(e) The proposed sign is composed of materials that are compatible with the materials of the face of the building façade where it is placed or to which it pertains.

Wall signs of consistent size and placement establish facade rhythm.

(f) Signage, particularly freestanding principal signs, shall be simple in design and draw upon the architectural elements of the principal building.

1. If the sign proposed is a building sign, it must establish an appropriate rhythm to the façade.

2. The proposed sign shall be composed of materials that are compatible with the

materials of the face of the building façade where it is places or to which it pertains.

3. Design, lettering, and composition of the sign must be compatible with the building.

4. Lighting shall be indirect only, unless otherwise approved as part of a Certificate of Appropriateness granted by the Historic Preservation Commission.

The Historic Preservation Commission may approve design guidelines and examples of appropriate signs. All such approved design guidelines and examples of appropriate signs shall be maintained on file with the Director of Planning and Development and be made available to applicants for signs in the Historic Preservation Overlay Zone. If such guidelines are examples are adopted, and a sign within the Historic Preservation Overlay Zone is found by the Director of Planning and Development to be consistent with said guidelines or examples of appropriate signs, the Director may issue approval of a Certificate of Appropriateness as a minor work project without the need for review and approval by the Historic Preservation Commission. In acting on applications involving sign approvals, the Director of Planning and Development shall consider the criteria established for the issuance of certificates of appropriateness, adopted design guidelines for signs, and the criteria established in this Section.

Section 9-18-12-4. Sign Compliance Verification Letter.

Except for signs that require a building permit or a Certificate of Appropriateness under the terms of this Chapter, no additional approval shall be required to erect a sign. However, property owners who want to ensure compliance with the terms of this Article may apply for and subject to a reasonable fee as may be established from time to time by the Governing Body and the Community Development Department may issue a written sign compliance verification letter. The Department shall have ten (10) calendar days from the date a complete request was received to issue a sign compliance verification letter.

CITY OF GAINESVILLE

COUNCIL AGENDA REQUEST

Date Submitted: 1/24/2017

Presenter: Danny Dunagan

Item of Business: **Second Reading: Ordinance 2017-03**
Rename Touchdown Drive to Deshaun Watson Way
AN ORDINANCE TO RENAME TOUCHDOWN DRIVE, LOCATED BETWEEN PEARL NIX PARKWAY AND CENTURY PLACE, TO DESHAUN WATSON WAY; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Meeting Date: 2/21/2017

Purpose of Request:

The applicant is proposing to rename Touchdown Drive which is a 180± linear feet road. The new road name is to be called Deshaun Watson Drive in honor of former Gainesville High graduate Deshaun Watson. There are currently no properties that have addresses from Touchdown Drive.

It is important to note, during the 2/7/17 Council Meeting, Council voted to make the following amendments: (1) rename Touchdown Drive to Deshaun Watson Way, and (2) signs at both entrances into the Gainesville High School campus shall be red with white lettering.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

To hold second reading on Ordinance 2017-03.

Department Director:

Rusty Ligon

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

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type

2017-03 Rename Touchdown Drive to Deshaun Watson Way	Ordinance
Exhibit A	Attachments/Exhibits

First Reading: 02/07/2017
Passed: _____

AN ORDINANCE

No. 2017-03

AN ORDINANCE TO RENAME TOUCHDOWN DRIVE, LOCATED BETWEEN PEARL NIX PARKWAY AND CENTURY PLACE, TO DESHAUN WATSON WAY; 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 180± linear feet of right-of-way known as Touchdown Drive, located between Pearl Nix Parkway and Century Place and as shown on Exhibit A, shall be renamed to Deshaun Watson Way with the following condition:

Condition

The street signs for Deshaun Watson Way and Billy Lothridge Boulevard within the Gainesville High School campus shall be red in color with white lettering.

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

Gainesville - Hall County GIS

Map Printed On 2016-12-12 16:58

Gainesville / Hall County Disclaimer: Hall County Government and the City of Gainesville make no warranties, expressed or implied, including implied warranties of merchantability and fitness for purpose, concerning the accuracy, completeness, reliability, or suitability of this data. Furthermore, Hall County Government and the City Of Gainesville assume no liability whatsoever associated with the use or misuse of such data. Any interpretation or conclusions from the data are the responsibility of the users.

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