



AGENDA

Gainesville Work Session
Thursday, February 16, 2017, 9:00 AM
Administration Building, Board Room
300 Henry Ward Way, 3rd Floor
Mayor or Mayor Pro Tem Presides

BUDGET PRESENTATION(S)

Keep Hall Beautiful	Kelly Norman
Elachee Nature Center	Andrea Timpone
Gainesville/Hall '96	Morgan House

DEPARTMENT ISSUES

Finance	Resolution: General Banking	Jeremy Perry
Public Works	Resolution: Transfer of a Portion of the Airport Industrial Park (AIP) Lot A5 and Sale Property at 1080 Airport Parkway	Terry Palmer
Public Works	Resolution: Accept FAA-GDOT Grant for Runway Improvement Project, Award of Contract, and the Airport Layout Plan	Terry Palmer
Public Works	Resolution: Authorization to Apply for and Accept an ARC Economic Development Grant - Airport Terminal	Terry Palmer / Jessica Tullar
Community Development	Resolution: Authorization to Apply for and Accept an ARC Economic Development Grant - Downtown Wireless Hot Zone	Jessica Tullar

CITY MANAGER ISSUES

Resolution: Transfer of Urban Redevelopment Property to Gainesville Housing Authority	Angela Sheppard
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MAYOR/COUNCIL ISSUES

Ex-Officio Report(s)

CITY ATTORNEY ISSUES

CITY CLERK ISSUES

EXECUTIVE SESSION

ADJOURNMENT

Final: Tuesday, February 14, 2017, 9:30 AM

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 2/1/2017
Presenter: Kelly Norman
Item of Business: Keep Hall Beautiful
Meeting Date: 2/16/2017

Purpose of Request:

Keep Hall Beautiful FY2018 Budget Presentation. The City of Gainesville contracts with various Agencies to provide additional services not provided by the City.

History/Background:

Historically, the City of Gainesville has contracted with Keep Hall Beautiful for beautification services on right-of-ways.

Facts & Issues for Consideration:

Historically, the annual agreement with Keep Hall Beautiful has been for \$15,000 a year, with quarterly disbursements. In FY2016, this was increased to \$20,000.

Department Recommendation:

A continued agreement with Keep Hall Beautiful is requested by the Agency.

Department Director:

Jeremy Perry

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

No

Amount Requested:

\$20,000

Source of Funds:

Funding will be considered as the City's FY2018 budget is developed.

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ FY2018 Funding Request	Backup Material
☐ FY2018 Goals Update & Comparison	Backup Material
☐ Financial FY17-FY18 Budget Comparison	Backup Material
☐ 2016 Balance Sheet	Backup Material
☐ 2016 Financial Statement	Backup Material

Keep Hall Beautiful

FY 2018 Funding Request and Budget Proposal

City of Gainesville

Mission: *Working Together for a Clean, **Green** and Healthy Community*

Organization Description: Keep Hall Beautiful is a 501c3 and serves as the local certified affiliate of the national Keep America Beautiful System, as well as the state Keep Georgia Beautiful organizations. KHB is dedicated to educating citizens about environmental stewardship, providing traditional and nontraditional recycling opportunities, developing and fostering collaborative relationships with local and surrounding area organizations who support similar goals and missions, as well as providing a much needed community service program focused on local roadside clean-ups and illegal dumpsite removal. Through our volunteer projects, citizens are involved in community clean-ups, beautification efforts, special events, recycling and tree plantings.

1. Keep Hall Beautiful is requesting \$20,000 from the City of Gainesville
2. Please see attached FY2018 Budget Proposal and Comparison.
3. Please see attached FYTD financial statement and balance sheet.
4. Keep Hall Beautiful facilitates and participates in a wide variety of programs, activities and events throughout the year, including but not limited to:

COORDINATING AND FACILITATING HALL COUNTY GREEN ALLIANCE OPERATIONS:

- ❖ Create and distribute all marketing material
- ❖ Coordinate and facilitate all partner, workgroup and roundtable meetings
- ❖ Maintain website and social media accounts
- ❖ Grow membership and participation
- ❖ Coordinate and facilitate Hall County Green Alliance Awards Program
- ❖ Coordinate and record volunteer opportunities
- ❖ Research and apply for grant and award opportunities

ANNUAL PROGRAMS & EVENTS:

- ❖ Spring Chicken Festival – (Annual fundraiser with Gainesville Tourism and Communications/Main Street Gainesville)
- ❖ America Recycles Day – (Keep America Beautiful Program)
- ❖ Earth Day events at local universities and schools
- ❖ Great American Cleanup – (Keep America Beautiful Program)
- ❖ Rivers Alive – (partnered with City of Gainesville Water Department)
- ❖ Shore Sweep – (partnership with Lake Lanier Association)
- ❖ Tree Replacement Fund – (grant program funded with proceeds of SCF)
- ❖ Arbor Day - (in conjunction with the Greater Hall Chamber of Commerce)
- ❖ Bring One for the Chipper – (Collaboration with Hall County and City of Gainesville Solid Waste)

ONGOING PROGRAMS & EVENTS:

- ❖ Frequent Community Clean-ups - (Clean Community Challenge)
- ❖ Rain Barrel Workshops - (partnered with City of Gainesville Water Department)
- ❖ Community Service Program – (In conjunction with Hall County Court System)

Keep Hall Beautiful also participates in a number of educational and community outreach projects, including but not limited to:

- ❖ **Presentations to local education and civic organizations**
- ❖ **Expos and Fairs** – i.e. Safe and Green, N. GA University System Volunteer Fair, West Hall Middle School Environmental Fair, Chamber Chase, Garden Expo, Chamber networking meetings, HCGA Meetings, Presentations to NGU Classes
- ❖ **Sit on local committees and boards for numerous organizations** – i.e., Hall County Green Alliance– (executive, partner committees as well as the education and outreach, land, water and air/energy workgroups and the Chamber of Commerce Beautification Committee

Keep Hall Beautiful is dedicated to continued internal growth and development therefore participates in numerous professional development opportunities, including but not limited to:

- 2017 KGB State Conferences
- 2017 Annual Georgia Recycling Coalition Conference
- Webinars and Conference Calls – (KAB, KGB and GRC)
- Local community Information sessions and roundtables (Code Enforcement, Storm Water, Community Gardens)

Through our various activities, programs and events Keep Hall Beautiful has been able to:

12 Month Cycle - (January – December 2016)

- Utilize 8,748 Adult Volunteer/Community Service Hours - (* Total Community Value of **\$208,202.40**)
 - 1,662 within Gainesville City Limits – (*Total Community Value of \$39,555.60)
- Collect 38,465 lbs. of recyclable materials off the roadsides and shorelines
 - 9,240 within Gainesville City Limits
- Collect 231,860 lbs. of litter and waste off the roadsides and shorelines (Over 100,000 more than last year)
 - 40,800 lbs. within Gainesville City Limits
- Collect 373 tires off the roadsides and shorelines
- 433 Miles Cleaned
 - 167 miles cleaned within Gainesville City Limits
- 37 Illegal dumpsites cleared within Gainesville City Limits

- Other projects and programs within City of Gainesville
 - Square Litter Pickup - 42x
 - Square Planting and Beautification
 - Cemetery Cleaning Assistance
 - Linwood Nature Preserve
 - Assisted with the bridge project
- Educate thousands of residents regarding environmental stewardship (litter prevention, recycling benefits and opportunities, water and energy conservation, composting, value of maintaining tree canopy etc...)
- Organize community roundtable sessions to become more informed and have a chance to discuss and work together on specific issues and projects within areas such as Storm Water and Code Enforcement which are multi-jurisdictional.

Keep Hall Beautiful continues to grow the Hall County Green Alliance through its projects and programs. Through this collaboration and merging of Governing Board Members, we have been able to accomplish many of the objectives set forth as Keep Hall Beautiful's organizational goals and internal aspirations. We now have a much larger participation and support network allowing us to grow our programs and services and better utilize our resources. We are also seeing a major increase in our collaborative efforts with other HCGA Partners, such as the Lake Lanier Association, Gainesville/Hall 96, Lake Lanier CVB, to accomplish once unmanageable projects such as the legendary "Styrofoam Graveyard". With the additional funding from Hall County Government for our 2017 request, we have been able to hire a part time IT and Marketing Specialist who is quickly becoming an integral part of growing the organization and will definitely create more community awareness, inspire participation and make us even more effective at educating the public.

5. Keep Hall Beautiful is dedicated to expanding the educational opportunities and services offered to the community. Many of the goals we set forth for our last fiscal year have progressed rapidly and the tasks are well underway or have been completed. The goals for this year's budget were based on continuing the trend of growth as well as organizational necessity, community necessity and fiscal responsibility.
Please see attached Goals and Objectives FY2017 and FY2018 page comparison
6. Keep Hall Beautiful faces the same budgeting challenges as most local nonprofits. Therefore, proactive measures have been taken in order to prioritize and maximize the services currently being offered. We manage a three budget system which allows us to ensure we are operationally sound and are able to grow our programs and services through our fundraising efforts. We consistently strive to be good stewards of our financial resources and provide a higher rate of return from our contributions. Currently we are not financially relying on our reserves to balance our budget.
7. Keep Hall Beautiful has taken extensive measures to ensure all goals, objectives, tasks and efforts are in direct alignment with our mission of "Working together for a clean, green and healthy community." We use any and all opportunities to continue to grow support and awareness around environmental stewardship. Through the adoption of the Hall County Green Alliance and the hiring of a new staff person we have been able to expand our services and outreach opportunities without negatively

impacting our operational budget. We have continuously been growing our programs, services and resources and foresee no negative community or budget impacts.

Thank you so much for your time and consideration!

Keep Hall Beautiful genuinely appreciates all of the support

The City of Gainesville has shown us throughout the years.

We are so proud to be a part of and serve such a beautiful and vibrant community.

Keep Hall Beautiful

FY2017 & FY2018

Goals, Updates and Comparison

Goals	2017	2017	2018
Expand Community Visibility	Objectives	Objective Status	Objectives
	1. Find an intern or staff member to focus on growing Social Media Outlets.	1. Hired part-time Marketing Specialist/ Coordinator to facilitate and grow our Social Media Following.	1. Link and utilize all Social Media accounts together.
	2. Identify speaking engagement opportunities to grow membership.	2. Provide knowledgeable and informative speakers to the public on different topics at the HCGA Partner's Meetings	2. Merge KHB, HCGA and Green Pages Social Media accounts to have a more cohesive outreach effort.
	3. Increase vendor opportunities to engage volunteers and membership.	3. Continue to seek out vendor opportunities.	3. Continue to work on Campaigns and Outreach Programs.
	4. Engage more local municipalities.	4. Continuing to engage and promote participation in HCGA and KHB Events and Programs	
Expand Community Service/Litter Reduction Program	Objectives	Objective Status	Objectives
	1. Facilitate a multi-municipal code and law enforcement roundtable to	1. There have been 3 so far and are proving to be very effective.	1. Work with court mandated community service programs.
	2. Create and implement community wide anti-litter campaign.	2. Continuing to grow and utilize our "Talkin' Trash" anti-litter campaign. It gained much attention and was adopted by another HCGA Partner as well.	2. Continue to expand and grow our "Talkin' Trash" Campaign.
	3. Utilize Trash Out app with other agencies increasing efficiency.	3. Continuing to work with our other litter prevention and eradication partners to identify and create customized mapping app.	3. Provide and grow a Litter/Dumpsite reporting form on new website.
	4. Create cleanup event registration form on website	4. Is being launched this month.	4. Continue to grow our collaborative HCGA Partner Cleanups .

Expand Volunteer Program

Objectives	Objective Status	Objectives
1. Participate in more volunteer recruitment opportunities.	1. Working with the university systems to recruit more volunteers.	1. Provide volunteer registration form on new Website.
2. Create member and volunteer campaign.	2. Have a tentative date of March 2017 as roll out date.	2. Promote volunteer opportunities on Social Media with links to registration.
3. Utilize website and social media to recruit and promote volunteer opportunities.	3. Implemented and growing through our new hire.	3. Continue to grow relationships with local colleges and universities.
4. Grow Volunteer Recognition Program.	4. Creating multiple platforms to honor and celebrate our volunteers.	4. Facilitate directing volunteer groups to potential good match projects.

Grow Programs & Services to Community

Objectives		
1. Create organizational sponsorship program.	1. Will be launched shortly after new Website is launched. Committee has been formed.	1. Develop an expert speaker panel, organizations can use regarding environmental stewardship.
2. Create educational programs to be utilized in schools and other presentation opportunities.	2. Continue to work with our partners and school systems to educate students about environmental stewardship.	2. Identify other local resources and promote via Social Media and Website.
3. Explore becoming a Legacy Link worksite to supplement staff.	3. Accomplished and found a new hire from the program.	3. Develop a fundraising opportunity to grow and enhance our litter cleanup supply lending program.
4. Continue to grow Green Pages Website and utilize as community resource.	4. Have merged KHB, HCGA and the Green Pages and will launch a new website within the month.	4. Continue to create and identify educational materials and share via multiple outlets.

Keep Hall Beautiful *Budget Comparison*

Fiscal Year 2016 - 2017 Budget
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Fiscal Year 2017 - 2018 Proposed Budget

INCOME

40100 · Government Contributions - Total	145,438.00	40100 · Government Contributions - Total	145,438.00
40200 · Direct Public Support- Total	0.00	40200 · Direct Public Support- Total	0.00
40300 · Other Income- Total	0.00	40300 · Other Income- Total	0.00
Total Funding	145,438.00	Total Funding	145,438.00
Total Income	145,438.00	Total Income	145,438.00

EXPENSES

41100 - WAGES & PAYROLL EXPENSES			
41110 · Wages & Salaries - Total	73,520.00	41110 · Wages & Salaries - Total	73,520.00
41120 · Payroll Expenses - Total	17,210.00	41120 · Payroll Expenses - Total	17,210.00
41100 - Wages~Services~Support - Total	90,730.00	41100 - Wages & Professional Total	90,730.00
42000 - BUSINESS EXPENSES			
42020 · Professional Fees - Total	10,000.00	42020 · Professional Fees - Total	10,000.00
42022 · In-House Contractors - Total	18,750.00	42022 · In-House Contractors - Total	18,750.00
42025 · Marketing & Promotions	750.00	42025 · Marketing & Promotions	750.00
42030 · Dues, Memberships, Fees - Total	1,030.00	42030 · Dues, Memberships, Fees - Total	1,030.00
42042 · Liability Insurance - Total	1,000.00	42042 · Liability Insurance - Total	1,000.00
42000 - Business Expense - Total	36,530.00	42000 - Business Expense - Total	36,530.00

Keep Hall Beautiful Budget Comparison

Fiscal Year 2015 - 2016 Budget	
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Fiscal Year 2016 - 2017 Proposed Budget	
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43000 - OFFICE EXPENSES	
43010 · Office Space - Total	3,240.00
43020 · Telephone; Telecommunications - Total	4,653.00
43030 · Computers & Office Equipment - Total	4,425.00
43040 · Printing - Total	300.00
43050 · Office Provisions	1,035.00
43060 · Office Repair & Maintenance - Total	170.00
43000 - Office Expenses - Total	13,823.00

41200 · 41399 - OFFICE EXPENSES	
43000 · Office Space - Total	3,240.00
43020 · Telephone; Telecommunications - Total	4,653.00
43030 · Computers & Office Equipment - Total	4,425.00
43040 · Printing - Total	300.00
43050 · Office Provisions	1,035.00
43060 · Office Repair & Maintenance - Total	170.00
43000 - Office Expenses - Total	13,823.00

44000 - STAFF EXPENSES	
44010 · Auto Expense - Total	4,550.00
44020 · Training & Development - Total	850.00
44030 · Other Staff Expenses - Total	450.00
44000 - Staff Expenses - Total	5,850.00

41400 · 41699 - STAFF EXPENSES	
44010 · Auto Expense - Total	4,550.00
44020 · Training & Development - Total	850.00
44030 · Other Staff Expenses - Total	450.00
44000 - Staff Expenses - Total	5,850.00

45000 - ADMINISTRATION	
45010 · Board Expenses - Total	2,400.00
45015 · D&O Insurance - Total	1,000.00
45000 - Administrative Expenses - Total	3,400.00

41700 · 41999 - ADMINISTRATION	
45010 · Board Expenses - Total	2,400.00
45015 · D&O Insurance - Total	1,000.00
45000 - Administrative Expenses - Total	3,400.00

Total Expenses	135,333.00
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Total Expenses	135,333.00
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Total Income	145,438.00
Total Expenses	145,333.00
	105.00

Total Income	145,438.00
Total Expenses	145,333.00
	105.00

Keep Hall Beautiful
Balance Sheet
As of December 31, 2016

ASSETS

Current Assets

Checking/Savings

4000 · Operating - Peach State 18,693.41

Total Checking/Savings 18,693.41

TOTAL ASSETS

18,693.41

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities 0.00

24000 · Payroll Liabilities 0.00

Total Other Current Liabilities 0.00

Total Current Liabilities 0.00

Total Liabilities 0.00

Equity

32000 · Unrestricted Net Assets 18,693.41

Total Equity 18,693.41

TOTAL LIABILITIES & EQUITY

18,693.41

Keep Hall Beautiful
Financial Statement
2016

BUDGET	ACTIVITY			
2016	Jan - Mar	Apr - Jun	Jul - Sep	Oct - Dec
40000 • OPERATING INCOME				
40100 • Government Contributions				
40110 • Hall County	120,438.00	27,609.50	27,609.50	30,109.50
40120 • City of Gainesville	20,000.00	10,000.00	5,000.00	10,000.00
40150 • Other Government	5,000.00			5,000.00
<i>Total 40100 • Government Contributions</i>	<i>145,438.00</i>	<i>37,609.50</i>	<i>32,609.50</i>	<i>40,109.50</i>
40200 • Direct Public Support				
40201 • Corporate Contributions	0.00			
40203 • Individ, Business Contributions	0.00			
<i>Total 40200 • Direct Public Support</i>	<i>0.00</i>			
40300 • Other Income				
40301 • Interest	0.00			
40305 • Proceeds	0.00			
<i>Total 40300 • Other Income</i>	<i>0.00</i>			
Total 40000 • OPERATING INCOME	145,438.00	37,609.50	32,609.50	40,109.50

Keep Hall Beautiful
Financial Statement
2016

BUDGET	ACTIVITY			
2016	Jan - Mar	Apr - Jun	Jul - Sep	Oct - Dec

41000 · OPERATING & ADMIN EXPENSES

41100 · PAYROLL

41110 · Wages - Gross	72,000.05	17,629.22	15,110.76	18,109.25	17,717.33
41120 · Payroll Expenses					
41121 · Federal Taxes - Company	5,125.51	1,348.63	1,155.98	1,385.35	1,355.38
41122 · SUTA	859.44		786.92	126.98	
41125 · Workers Comp	2,538.00			918.00	2,626.00
41127 · Employee Benefits	5,160.00	1,154.85	858.18	708.18	711.30
41128 · Payroll Services	0.00	42.00	83.00		
Total 41120 · Payroll Expenses	13,857.95	2,545.48	2,884.08	3,138.51	4,692.68
Total 41100 · PAYROLL	85,858.00	20,174.70	17,994.84	21,247.76	22,410.01

42000 · BUSINESS EXPENSES

42010 · Financial					
42011 · Bank Fees	0.00				
42014 · Contingency/Discretionary	7,620.00				
42015 · Reconciliation Discrepancies	0.00				
42019 · Misc. Expenses - Financial	0.00		8,537.48		
Total 42010 · Financial	7,620.00	0.00	8,537.48	0.00	0.00
42020 · Professional Services					
42021 · Accounting/Consulting	3,975.00	50.00	50.00	4,050.00	50.00
42022 · In-House Contractors	21,580.00	6,020.00	5,295.00	5,810.00	5,690.12
42025 · Marketing & Promotions	1,150.00	325.00	325.00	325.00	325.00
Total 42020 · Professional Services	26,705.00	6,395.00	5,670.00	10,185.00	6,065.12
42030 · Dues ~ Memberships ~ Fees					
42031 · Dues & Memberships	980.00	475.00		300.00	200.00
42035 · Business Registration Fees	30.00				
Total 42030 · Dues ~ Memberships ~ Fees	1,010.00	475.00	0.00	300.00	200.00
42040 · Misc. Expenses - Business					
42042 · Liability Insurance	1,100.00			1,488.00	
42045 · Donations & Grants	0.00				
42040 · Misc. Expenses - Business - Other	0.00				
Total 42040 · Misc. Expenses - Business	1,100.00	0.00	0.00	1,488.00	
Total 42000 · BUSINESS EXPENSES	36,435.00	6,870.00	14,207.48	11,973.00	6,265.12

Keep Hall Beautiful
Financial Statement
2016

	BUDGET	ACTIVITY			
	2016	Jan - Mar	Apr - Jun	Jul - Sep	Oct - Dec
43000 · OFFICE EXPENSES					
<i>43010 · Office Space</i>					
43011 · Rent	3,240.00	810.00	810.00	810.00	810.00
Total 43010 · Office Space	3,240.00	810.00	810.00	810.00	810.00
<i>43020 · Telephone; Telecommunications</i>					
43021 · Telephone - Monthly	1,020.00	255.00	255.00	255.00	255.00
43021a · Telephone - Repair & Upgrade	75.00				187.50
43023 · Cellular - Monthly	2,950.00	705.30	705.18	705.30	719.01
43023a · Cellular - Repair & Upgrade	100.00				
43025 · Internet	900.00	225.00	225.00	225.00	225.00
43027 · Misc. Expenses -Telecomm	140.00	9.99	35.88		
Total 43020 · Telephone; Telecommunications	5,185.00	1,195.29	1,221.06	1,185.30	1,386.51
<i>43030 · Computers & Office Equipment</i>					
43031 · Computer					
41031a · Computer - Costs & Services	275.00				189.90
41031b · Website ~ Costs & Services	110.00	156.68			
43031c · Misc. Expense - Computer	100.00				
Total 43031 · Computer	485.00	156.68	0.00	0.00	189.90
<i>43033 · Office Equipment</i>					
43033a · Copier - Lease	2,450.00	609.42	609.42	609.42	292.25
43033b · Office Equipment - Other	25.00	16.04		202.08	
43033c · Office Equipment Services	0.00				
Total 43033 · Office Equipment	2,475.00	625.46	609.42	811.50	292.25
Total 43030 · Computers & Office Equipment	2,960.00	782.14	609.42	811.50	482.15
<i>43040 · Printing</i>					
43041 · Printing Costs - Copier	225.00	29.91	88.35	60.78	5.24
Total 43040 · Printing	225.00	29.91	88.35	60.78	5.24
<i>43050 · Office Provisions</i>					
43053 · Supplies - Other	375.00	419.02	64.64		104.45
43055 · Software	100.00		99.00	135.00	135.00
43057 · Food & Beverages	220.00	26.50	42.00	36.00	42.00
43059 · Postage ~ Shipping ~ Box Rental	75.00	35.00		70.00	
Total 43050 · Office Provisions	895.00	480.52	205.64	241.00	281.45
<i>43060 · Office Repair & Maintenance</i>					
43061 · Maintenance & Repair	25.00				
43063 · Furniture & Decor	25.00				
Total 43060 · Office Repair & Maintenance	70.00	0.00	0.00	0.00	0.00
Total 43000 · OFFICE EXPENSES	12,575.00	3,297.86	2,934.47	3,108.58	2,965.35

Keep Hall Beautiful
Financial Statement
2016

	BUDGET	ACTIVITY			
	2016	Jan - Mar	Apr - Jun	Jul - Sep	Oct - Dec
44000 · STAFF EXPENSES					
44010 · Auto Expense					
44011 · Mileage Reimbursement	750.00	186.94	172.56	201.32	186.94
44015 · Fuel	1,900.00	266.90	361.85	347.55	369.98
Total 44010 · Auto Expense	4,050.00	453.84	534.41	548.87	556.92
44020 · Training & Development					
44021 · Meetings~Conferences~Seminars	660.00				
Total 44020 · Training & Development	660.00	0.00	0.00	0.00	0.00
44030 · Staff Expenses ~ Other					
44031 · Meals & Meetings - Staff	225.00	112.50			
44033 · Gifts & Awards	90.00				
Total 44030 · Staff Expenses ~ Other	360.00	112.50			
Total 44000 · STAFF EXPENSES	5,070.00	566.34	534.41	548.87	556.92
45000 · ADMINISTRATION					
45010 · BOARD					
45011 · Training & Development					
45011a · Meetings~Conferences~Seminars	1,700.00				
45011b · Misc. Training - Board	0.00				
Total 45011 · Training & Development	1,700.00	0.00	0.00	0.00	0.00
45015 · Board Expenses - Other					
45015a · Meals & Meetings	100.00		154.38		
45015b · Gifts & Awards	200.00				
45015d · D & O Insurance	3,500.00			1,482.00	553.00
Total 45015 · Board Expenses - Other	3,800.00				
Total 45010 · BOARD	7,600.00	0.00	154.38	1,482.00	553.00
45030 · COMMUNITY PROJECTS & MEETINGS					
45031 · Training & Development	0.00				
45033 · Meals & Meetings	0.00				
Total 45030 · COMMUNITY PROJECTS & MEETINGS	0.00				
Total 45000 · ADMINISTRATION	5,500.00	0.00	154.38	1,482.00	553.00
Total 41000 · OPERATING & ADMIN EXPENSES	145,438.00	30,908.90	35,825.58	38,360.21	32,750.40

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 2/1/2017
Presenter: Andrea Timpone
Item of Business: Elachee Nature Center
Meeting Date: 2/16/2017

Purpose of Request:

Elachee Nature Center FY2018 Budget Presentation. The City of Gainesville contracts with various Agencies to provide additional services.

History/Background:

Historically, the City of Gainesville has contracted with Elachee Nature Center for environmental education and awareness.

Facts & Issues for Consideration:

Historically, the agreement with Elachee Nature Center has been for \$6,000 a year, with quarterly disbursements. During the FY16 budget, this was increased to \$10,000. For the FY18 budget year, an increase to \$17,000 is requested.

Department Recommendation:

A continued agreement with Elachee Nature Center is requested by the Agency.

Department Director:

Jeremy Perry

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

No

Amount Requested:

17,000

Source of Funds:

Funding will be considered as the City's FY2018 budget is developed.

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ FY2018 Agency Request Form	Backup Material
☐ 2016 By The Numbers Report	Backup Material
☐ Profit & Loss YTD Comparison	Backup Material
☐ Draft FY2018 Budget	Backup Material
☐ 2016 Balance Sheet	Backup Material

CITY OF GAINESVILLE
AGENCY REQUEST FORM – FY2018 BUDGET

1. What is the amount of funding you are requesting from the City of Gainesville?
\$17,000
2. Attach your financial budget for next year, including a comparative to your current year budget.
3. Attach a copy of your current financial statement, including balance sheet.
4. Please discuss your agency's accomplishments over the past 12 months, focusing primarily on services and programs you provided using funding from the City of Gainesville.
Please see the attached "By the Numbers" Report.
5. Explain how you developed your goals for next year's budget. What do you hope to accomplish using the funding from the City of Gainesville?
Our goal for FYE 2018 will be to operate within a balanced budget while continuing to grow the financial stability and programs of the organization. The City of Gainesville funding will continue to support the services and programs that Elachee provides for an ever-increasing population and visitor base.
6. What challenges are you facing in developing next year's budget? To what level will you be relying on financial reserves to balance your budget?
Next year's budget is based on moderate growth in earned revenue and in donations (65%/35% of total budget). To balance the FYE 2018 budget minimal expense increases are anticipated. No financial reserves will be used to balance this budget.
7. Did you review programs/services to determine their necessity? How do they tie into your goals? Did you expand, add, decrease or eliminate programs/services? If so, what community and budget impact will the changes have?
Our programs and services are constantly evaluated for effective progress in fulfilling our mission to "promote environmental understanding through education and conservation." We are constantly adding new programs and services to serve a variety of ages and populations. This year, in addition to our existing programs and services, we added a Tree Festival, a six month rented and traveling exhibit on bats, a new "Pollinator Pass" exhibit (including live observation bee hives) and we expanded our popular Nature Preschool to include a State-licensed and SACS-accredited K-1 Nature Academy.

2016 By the Numbers

HIGHLIGHTS

School Programs



156,780 minutes campers spent this summer hiking the trails of Chicopee Woods Nature Preserve.

95,020 hours of accredited nature-related instruction children received that complemented their classroom studies.

33,936 PreK through college age students benefiting from Elachee's STEAM-based environmental education.

10,281 hours visitors spent participating in Elachee's seasonal/monthly public environmental education programs.

5,606 miles Naturalists have driven to teach *Elachee in Your Classroom* outreach programs.

Camp Elachee



3,150 hours each Elachee Nature Academy student spends outdoors in nature-based discovery and learning.

871 camper weeks that got PreK, Elementary and Middle Schoolers unplugged and outside during school breaks.

633 school programs taught, serving students in 276 schools from 29 school systems in 27 Georgia counties.

88 percent of Elachee's annual budget allocated to nature education and conservation programming with only 12 percent used for fundraising and administration.

20 native and pollinator-friendly tree species offered for sale at Elachee's inaugural North Georgia Tree Festival.

Nature Center



7 year stream bank restoration project concluded fulfilling Phase One of a U.S. Army Corps of Engineers project in the Chicopee Woods Nature Preserve.

5 trail enhancements completed by Elachee's volunteer trail crew, including one that was an Eagle Scout project.

2.75 miles of trail and 1.5 acres upon which volunteer trail crews removed invasive and non-invasive plants.

1 new permanent exhibit has been installed: *The Pollinator Pass* and demonstration bee hives.

1 Nature Academy academic program expansion with the launch of an accredited Kindergarten-1st Grade class.

Nature Academy



Conservation



Public Programs





2016 HIGHLIGHTS Headlines

► Here We Grow Again! Elachee Adds Kindergarten-1st Grade to Accredited Nature School

Thanks to demand from parents for a quality education choice for their young children, Elachee announced in early May that Elachee Nature Academy would expand the accredited nature-based learning environment to offer a new Kindergarten-1st Grade program to build upon the instructional philosophies of the successful Nature Preschool. Started in August 2016, this expansion was made possible through donor support of a *Fund the Need* appeal that raised start-up funding for the program.



► Elachee's National Conservation Role

Chicopee Woods Nature Preserve is part of a national reconnaissance effort by the U.S. Geological Survey (USGS) Amphibian Research and Monitoring Initiative (ARMI) to determine if a newly identified fungus harmful to amphibian populations in Europe has been introduced to the Western Hemisphere. The USGS identified the Preserve as one of 30 Georgia wetlands to conduct a one-time capture, swab and release of the animals – specifically Eastern Newts found in Chicopee Lake.



Traveling Museum Exhibit Turns Bat Myths Upside Down

Elachee welcomed its first traveling exhibit in more than a decade, for a six-month showing thanks to annual corporate sponsor Murrayville Veterinary Clinic. Elachee expanded hours of operation at its Visitor Center to seven days a week and offered three related public education events so all ages could enjoy the interactive experience, *Masters of the Night: The True Story of Bats*.

► McGlaun and Harkins Named Elachee Volunteers of the Year

The symbolism of their age difference has underscored the value of wisdom and youth joining forces to aid Elachee in "Educating for Today...Preserving for Tomorrow." Garry McGlaun's unique expertise as Elachee's beekeeper gives students and visitors a peek inside the wonders of a working beehive, part of a newly installed *Pollinator Pass* exhibit. Camp Elachee alum, Nick Harkins turned his attention to creating unique experiences for young Elachee campers as a counselor-in-training. His Eagle Scout project to rebuild a bridge across Elachee Creek was a hit with campers this summer.



► Jackson EMC Foundation Awards Elachee \$15,000 Grant for Student Science Education

This funding enables Elachee Nature Science Center to serve even more PreK-12 students in the cooperative's 10-county service area through STEAM-based field trips and outreach programs through discounted fees for designated Title One schools.

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Accrual Basis

ELACHEE NATURE SCIENCE CENTER
Profit & Loss YTD Comparison, General Operating Classes
 June through December 2016

	Jun - Dec 16	Jun - Dec 15
Income		
4000 · Program Revenue		
4035 · County SPLOST income	0.00	19,420.47
4000.1 · CWAPC Management Fee	30,000.00	15,000.04
4000.2 · Camp Revenue	115,828.00	102,551.35
4000.3 · Preschool Revenue		
4000.34 · Preschool Scholarships Allocate	9,666.25	0.00
4000.33 · K-1 Nature Academy Revenue		
4000.35 · K-1 Scholarships Allocated	6,450.00	0.00
4000.33 · K-1 Nature Academy Revenue - Other	14,155.00	0.00
Total 4000.33 · K-1 Nature Academy Revenue	20,605.00	0.00
4000.3 · Preschool Revenue - Other	56,873.00	48,659.75
Total 4000.3 · Preschool Revenue	87,144.25	48,659.75
4000.4 · Other Program Revenue	2,154.34	4,369.50
Total 4000 · Program Revenue	235,126.59	190,001.11
4002 · Ticket Sales/Sponsors		
4002.11 · Special Exhibit Tickets	5,144.00	0.00
4002.8 · Fundraiser Sponsorships - Fligh	1,500.00	0.00
4002.7 · Fundraiser Sponsorships - Star	0.00	34,750.00
4002.5 · Fundraiser Tickets - Starlight	0.00	2,650.00
4002.4 · Other tickets	14,198.00	11,785.00
4002.3 · Other Sponsorships	2,406.87	7,799.00
Total 4002 · Ticket Sales/Sponsors	23,248.87	56,984.00
4005 · AF Pledge Monthly GAAP Adj.	10,120.81	2,566.92
4007 · Donations		
4007.22 · Donations - Corporate Sponsor	19,000.00	15,000.00
4007.1 · Donations - Annual Fund		
4007.19 · Donations, Annual Fund - NEON	4,265.00	0.00
4007.1 · Donations - Annual Fund - Other	75,038.27	82,573.38
Total 4007.1 · Donations - Annual Fund	79,303.27	82,573.38
4007.3 · Donations - Fall Event	150.00	2,136.61
4007.5 · Donation Boxes	1,737.27	2,131.95
4007.6 · Donations -Scholarships	17,700.00	0.00
4007.7 · Donations - Restricted		
4007.71 · Donations AF Restricted	2,000.00	7,755.30
Total 4007.7 · Donations - Restricted	2,000.00	7,755.30
4007.8 · Memorial Gifts	0.00	2,460.00
4007.9 · Donations - Earthshare	5,841.37	1,379.75
4007 · Donations - Other	0.00	0.00
Total 4007 · Donations	125,731.91	113,436.99

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Accrual Basis

ELACHEE NATURE SCIENCE CENTER
Profit & Loss YTD Comparison, General Operating Classes
June through December 2016

	Jun - Dec 16	Jun - Dec 15
4008 · Admission -Museum/Self Guided	770.50	2,442.00
4010 · Contract - School Program	30,763.52	46,543.75
4011 · Noncontract - School Program	115,059.26	91,389.50
4015 · Public Education Revenue		
4015.1 · Event Registrations-NEON	598.00	0.00
4015 · Public Education Revenue - Other	21,674.00	28,330.76
Total 4015 · Public Education Revenue	22,272.00	28,330.76
4018 · Membership Fees		
4018.1 · Memberships - NEON	2,525.00	0.00
4018 · Membership Fees - Other	2,150.00	6,040.00
Total 4018 · Membership Fees	4,675.00	6,040.00
4020 · Rental Income	2,400.00	9,910.00
4021 · House and Office Rental Income	3,461.85	4,661.85
4022 · Taxable Sales		
4022.3 · Taxable Sales-NEON	852.25	0.00
4060 · Sale of Donated Items	680.00	950.00
4022.1 · Taxable Sales - Starlight	0.00	46,035.97
4022 · Taxable Sales - Other	19,294.02	16,346.68
Total 4022 · Taxable Sales	20,826.27	63,332.65
4055 · Refunds/Rebates	2,400.55	281.53
4600 · Stream Mitigation Mgmnt Revenue	8,000.00	8,000.00
Total Income	604,857.13	623,921.06
Cost of Goods Sold		
5000 · Cost of Goods Sold	15,496.00	18,767.29
Total COGS	15,496.00	18,767.29
Gross Profit	589,361.13	605,153.77
Expense		
5360 · Uncollectable pledge/ write off	0.00	100.00
5245 · Donations Expense	250.00	1,080.00
5100 · Salaries		
5102 · Full-Time Salaries	169,399.57	202,641.32
5104 · Part-Time Salaries	45,966.94	44,984.33
5106 · Naturalists Salarie	67,685.96	52,016.08
5110 · Camp Salaries	37,499.10	33,743.19
5120 · Nature Preschool Salaries		
5122 · K-1 Nature Academy Salaries	21,583.65	0.00
5120 · Nature Preschool Salaries - Other	40,875.79	43,970.26
Total 5120 · Nature Preschool Salaries	62,459.44	43,970.26
Total 5100 · Salaries	383,011.01	377,355.18

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Accrual Basis

ELACHEE NATURE SCIENCE CENTER
Profit & Loss YTD Comparison, General Operating Classes
 June through December 2016

	Jun - Dec 16	Jun - Dec 15
5130 · Payroll Taxes		
5132 · P/R Taxes - Full-Time	12,691.08	14,907.53
5134 · P/R Taxes - Part-Time	3,317.53	3,375.70
5136 · P/R Taxes - Naturalists	5,089.07	4,450.73
5138 · P/R Taxes - Preschool		
5139 · P/R Taxes -K-1 Nature Academy	1,651.17	0.00
5138 · P/R Taxes - Preschool - Other	3,127.11	3,597.57
Total 5138 · P/R Taxes - Preschool	4,778.28	3,597.57
5144 · P.R Taxes - Camp	2,844.89	2,369.56
Total 5130 · Payroll Taxes	28,720.85	28,701.09
5150 · Salary Expense - Payroll	2,410.47	1,735.96
5153 · Employee Exp-Background,Drug	461.00	292.75
5154 · Entertainment / Food	16,284.26	21,641.25
5155 · Maintenance & Repairs	16,828.36	13,113.90
5158 · Supplies		
5159 · Office Supplies	3,936.28	3,529.31
5160 · Exhibit Supplies	3,347.56	2,598.71
5161 · Supplies - General	19,159.59	18,804.68
5158 · Supplies - Other	0.00	0.00
Total 5158 · Supplies	26,443.43	24,932.70
5200 · Insurance		
5210 · Group Health Ins.	26,718.45	20,145.44
5220 · Other Insurance		
5220.0 · Workers Comp	4,110.00	2,577.00
5220 · Other Insurance - Other	18,644.89	16,307.26
Total 5220 · Other Insurance	22,754.89	18,884.26
Total 5200 · Insurance	49,473.34	39,029.70
5228 · Bank Charges	7,217.72	9,890.45
5240 · Dues & Subscriptions	1,331.92	2,109.12
5301 · Interest Expense - Stream Miti	0.00	4,149.47
5335 · Legal/ Accounting	12,000.00	12,496.71
5336 · Marketing/Advertising	3,489.43	2,471.79
5338 · Mileage Reimbursement	228.55	-0.61
5350 · Other Fees	13,359.07	27,652.08
5400 · Postage		
5410 · Leasing of Postage machine	81.32	162.64
5400 · Postage - Other	8,862.57	7,352.64
Total 5400 · Postage	8,943.89	7,515.28
5425 · Printing	14,659.77	20,235.20
5426 · Rental Security Expense	647.50	840.00
5430 · SEP-IRA Contribution	10,720.05	16,786.21

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Accrual Basis

ELACHEE NATURE SCIENCE CENTER
Profit & Loss YTD Comparison, General Operating Classes
 June through December 2016

	Jun - Dec 16	Jun - Dec 15
5434 · Staff Training	1,367.00	1,609.50
5450 · Taxes & Licenses	82.00	33.10
5456 · Technology Expense	7,214.09	4,082.62
5510 · Telephone	6,908.90	3,508.04
5550 · Travel Expense	794.65	768.16
5580 · Utilities	18,475.61	19,551.48
5590 · Vehicle Expense	2,607.06	1,862.74
5600 · Stream Mit Operating Expenses		
5600.2 · Stream Bank Expense	868.00	0.00
5600 · Stream Mit Operating Expenses - Other	8,000.00	8,000.00
Total 5600 · Stream Mit Operating Expenses	8,868.00	8,000.00
Total Expense	642,797.93	651,543.87
Net Income	-53,436.80	-46,390.10

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Accrual Basis

ELACHEE NATURE SCIENCE CENTER
Profit & Loss YTD Comparison, General Operating Classes
June through December 2016

	\$ Change	% Change
Income		
4000 · Program Revenue		
4035 · County SPLOST income	-19,420.47	-100.0%
4000.1 · CWAPC Management Fee	14,999.96	100.0%
4000.2 · Camp Revenue	13,276.65	13.0%
4000.3 · Preschool Revenue		
4000.34 · Preschool Scholarships Allocate	9,666.25	100.0%
4000.33 · K-1 Nature Academy Revenue		
4000.35 · K-1 Scholarships Allocated	6,450.00	100.0%
4000.33 · K-1 Nature Academy Revenue - Other	14,155.00	100.0%
Total 4000.33 · K-1 Nature Academy Revenue	20,605.00	100.0%
4000.3 · Preschool Revenue - Other	8,213.25	16.9%
Total 4000.3 · Preschool Revenue	38,484.50	79.1%
4000.4 · Other Program Revenue	-2,215.16	-50.7%
Total 4000 · Program Revenue	45,125.48	23.8%
4002 · Ticket Sales/Sponsors		
4002.11 · Special Exhibit Tickets	5,144.00	100.0%
4002.8 · Fundraiser Sponsorships - Fligh	1,500.00	100.0%
4002.7 · Fundraiser Sponsorships - Star	-34,750.00	-100.0%
4002.5 · Fundraiser Tickets - Starlight	-2,650.00	-100.0%
4002.4 · Other tickets	2,413.00	20.5%
4002.3 · Other Sponsorships	-5,392.13	-69.1%
Total 4002 · Ticket Sales/Sponsors	-33,735.13	-59.2%
4005 · AF Pledge Monthly GAAP Adj.	7,553.89	294.3%
4007 · Donations		
4007.22 · Donations - Corporate Sponsor	4,000.00	26.7%
4007.1 · Donations - Annual Fund		
4007.19 · Donations, Annual Fund - NEON	4,265.00	100.0%
4007.1 · Donations - Annual Fund - Other	-7,535.11	-9.1%
Total 4007.1 · Donations - Annual Fund	-3,270.11	-4.0%
4007.3 · Donations - Fall Event	-1,986.61	-93.0%
4007.5 · Donation Boxes	-394.68	-18.5%
4007.6 · Donations -Scholarships	17,700.00	100.0%
4007.7 · Donations - Restricted		
4007.71 · Donations AF Restricted	-5,755.30	-74.2%
Total 4007.7 · Donations - Restricted	-5,755.30	-74.2%
4007.8 · Memorial Gifts	-2,460.00	-100.0%
4007.9 · Donations - Earthshare	4,461.62	323.4%
4007 · Donations - Other	0.00	0.0%
Total 4007 · Donations	12,294.92	10.8%

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Accrual Basis

ELACHEE NATURE SCIENCE CENTER
Profit & Loss YTD Comparison, General Operating Classes
June through December 2016

	\$ Change	% Change
4008 · Admission -Museum/Self Guided	-1,671.50	-68.5%
4010 · Contract - School Program	-15,780.23	-33.9%
4011 · Noncontract - School Program	23,669.76	25.9%
4015 · Public Education Revenue		
4015.1 · Event Registrations-NEON	598.00	100.0%
4015 · Public Education Revenue - Other	-6,656.76	-23.5%
Total 4015 · Public Education Revenue	-6,058.76	-21.4%
4018 · Membership Fees		
4018.1 · Memberships - NEON	2,525.00	100.0%
4018 · Membership Fees - Other	-3,890.00	-64.4%
Total 4018 · Membership Fees	-1,365.00	-22.6%
4020 · Rental Income	-7,510.00	-75.8%
4021 · House and Office Rental Income	-1,200.00	-25.7%
4022 · Taxable Sales		
4022.3 · Taxable Sales-NEON	852.25	100.0%
4060 · Sale of Donated Items	-270.00	-28.4%
4022.1 · Taxable Sales - Starlight	-46,035.97	-100.0%
4022 · Taxable Sales - Other	2,947.34	18.0%
Total 4022 · Taxable Sales	-42,506.38	-67.1%
4055 · Refunds/Rebates	2,119.02	752.7%
4600 · Stream Mitigation Mgmnt Revenue	0.00	0.0%
Total Income	-19,063.93	-3.1%
Cost of Goods Sold		
5000 · Cost of Goods Sold	-3,271.29	-17.4%
Total COGS	-3,271.29	-17.4%
Gross Profit	-15,792.64	-2.6%
Expense		
5360 · Uncollectable pledge/ write off	-100.00	-100.0%
5245 · Donations Expense	-830.00	-76.9%
5100 · Salaries		
5102 · Full-Time Salaries	-33,241.75	-16.4%
5104 · Part-Time Salaries	982.61	2.2%
5106 · Naturalists Salarie	15,669.88	30.1%
5110 · Camp Salaries	3,755.91	11.1%
5120 · Nature Preschool Salaries		
5122 · K-1 Nature Academy Salaries	21,583.65	100.0%
5120 · Nature Preschool Salaries - Other	-3,094.47	-7.0%
Total 5120 · Nature Preschool Salaries	18,489.18	42.1%
Total 5100 · Salaries	5,655.83	1.5%

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Accrual Basis

ELACHEE NATURE SCIENCE CENTER
Profit & Loss YTD Comparison, General Operating Classes
 June through December 2016

	\$ Change	% Change
5130 · Payroll Taxes		
5132 · P/R Taxes - Full-Time	-2,216.45	-14.9%
5134 · P/R Taxes - Part-Time	-58.17	-1.7%
5136 · P/R Taxes - Naturalists	638.34	14.3%
5138 · P/R Taxes - Preschool		
5139 · P/R Taxes -K-1 Nature Academy	1,651.17	100.0%
5138 · P/R Taxes - Preschool - Other	-470.46	-13.1%
Total 5138 · P/R Taxes - Preschool	1,180.71	32.8%
5144 · P.R Taxes - Camp	475.33	20.1%
Total 5130 · Payroll Taxes	19.76	0.1%
5150 · Salary Expense - Payroll	674.51	38.9%
5153 · Employee Exp-Background,Drug	168.25	57.5%
5154 · Entertainment / Food	-5,356.99	-24.8%
5155 · Maintenance & Repairs	3,714.46	28.3%
5158 · Supplies		
5159 · Office Supplies	406.97	11.5%
5160 · Exhibit Supplies	748.85	28.8%
5161 · Supplies - General	354.91	1.9%
5158 · Supplies - Other	0.00	0.0%
Total 5158 · Supplies	1,510.73	6.1%
5200 · Insurance		
5210 · Group Health Ins.	6,573.01	32.6%
5220 · Other Insurance		
5220.0 · Workers Comp	1,533.00	59.5%
5220 · Other Insurance - Other	2,337.63	14.3%
Total 5220 · Other Insurance	3,870.63	20.5%
Total 5200 · Insurance	10,443.64	26.8%
5228 · Bank Charges	-2,672.73	-27.0%
5240 · Dues & Subscriptions	-777.20	-36.9%
5301 · Interest Expense - Stream Miti	-4,149.47	-100.0%
5335 · Legal/ Accounting	-496.71	-4.0%
5336 · Marketing/Advertising	1,017.64	41.2%
5338 · Mileage Reimbursement	229.16	37,567.2%
5350 · Other Fees	-14,293.01	-51.7%
5400 · Postage		
5410 · Leasing of Postage machine	-81.32	-50.0%
5400 · Postage - Other	1,509.93	20.5%
Total 5400 · Postage	1,428.61	19.0%
5425 · Printing	-5,575.43	-27.6%
5426 · Rental Security Expense	-192.50	-22.9%
5430 · SEP-IRA Contribution	-6,066.16	-36.1%

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Accrual Basis

ELACHEE NATURE SCIENCE CENTER
Profit & Loss YTD Comparison, General Operating Classes
 June through December 2016

	\$ Change	% Change
5434 · Staff Training	-242.50	-15.1%
5450 · Taxes & Licenses	48.90	147.7%
5456 · Technology Expense	3,131.47	76.7%
5510 · Telephone	3,400.86	96.9%
5550 · Travel Expense	26.49	3.5%
5580 · Utilities	-1,075.87	-5.5%
5590 · Vehicle Expense	744.32	40.0%
5600 · Stream Mit Operating Expenses		
5600.2 · Stream Bank Expense	868.00	100.0%
5600 · Stream Mit Operating Expenses - Other	0.00	0.0%
Total 5600 · Stream Mit Operating Expenses	868.00	10.9%
Total Expense	-8,745.94	-1.3%
Net Income	-7,046.70	-15.2%

Elachee Nature Science Center FY 2017 and FY 2018 (Draft) Operations Budget					
				FY 2017 Budget	FY 2018 Draft
Income					
	4000.1 · CWAPC Management Fee			40,000	55,000
	4000.2 · Camp Revenue			121,000	130,000
	4000.3 · Nature Academy Revenue			166,100	210,000
	4000.4 · Other Program Revenue			7,000	7,500
	4002.11 Special Exhibit Tickets			4,500	0
	4002.8 Flights Sponsorships			35,000	39,000
	4002.88 Flights Tickets			5,000	5,300
	4002.4 Other Tickets			15,000	18,000
	4002.3 Other Sponsorships			8,000	8,000
	4007.22 - Corporate Sponsors			45,000	45,000
	4007.1 · Donations - Annual Fund			150,000	150,000
	4007.2 · Donations Flights of Fancy			1,500	2,300
	4007.5 · Donation Boxes			3,500	2,000
	4007.6 · Donations - FTN Title I Scholarships			10,000	10,000
	4007.7 · Donations - Restricted			6,000	5,000
	4007.8 · Memorial Gifts			2,000	2,500
	4007.9 · Donations - Earthshare			6,000	5,500
	4008 · Admission -Museum/Self Guided			2,000	2,000
	4010 · Contract - School Program			103,000	103,000
	4011 · Noncontract - School Program			200,000	212,000
	4015 · Public Education Revenue			32,000	35,000
	4018 · Membership Fees			15,000	15,000
	4020 · Rental Income			16,000	16,000
	4021 · House and Office Rental Income			8,400	8,400
	4022 · Taxable Sales			73,000	40,000
	4030 · Interest & Dividend Income			10,000	15,000
Total Income				1,085,000	1,141,500
				FY 2017 Budget	FY 2018 Draft
Expense					
	5000 Cost of Goods Sold			19,000	20,000
	5245 Donations Expense			1,000	-
	5100 · Salaries				
		5102 · Full-Time Salaries		335,000	340,000
		5104 · Part-Time Salaries		101,000	105,000
		5106 · Naturalists Salaries		110,000	110,000
		5110 · Camp Salaries		33,000	35,000
		5120 · Nature Academy Salaries		117,350	145,000
	5130 · Payroll Taxes				
		5132 · P/R Taxes - Full-Time		25,600	2,600
		5134 · P/R Taxes - Part-Time		7,750	8,000
		5136 · P/R Taxes - Naturalists		8,400	8,400
		5138 · P/R Taxes - Academy		9,100	11,100

		5144 · P.R Taxes - Camp	2,500	2,700
		5150 · Salary Expense - Payroll	3,300	3,700
		5153 · Employee Exp-Background,Drug	500	500
		5154 · Entertainment / Food	20,000	23,000
		5155 · Maintenance & Repairs	13,000	15,000
		5159 · Office Supplies	6,000	6,500
		5160 · Exhibit Supplies	2,000	2,000
		5161 · Supplies - General	24,000	25,000
		5210 · Group Health Ins.	38,000	72,000
		5220 · Workers Comp	4,000	5,000
		5220 · Other Insurance - Other	26,300	27,000
		5228 · Bank Charges	12,000	13,000
		5240 · Dues & Subscriptions	3,500	3,500
		5335 · Legal/ Accounting	13,000	13,000
		5336 · Marketing/Advertising	8,000	10,000
		5338 · Mileage Reimbursement	1,500	1,500
		5350 · Other Fees	10,000	10,000
		5410 · Leasing of Postage machine	350	400
		5400 · Postage - Other	14,500	15,000
		5425 · Printing	24,000	20,000
		5426 · Rental Security Expense	2,000	2,000
		5430 · SEP-IRA Contribution	19,000	20,000
		5434 · Staff Training	2,000	2,000
		5450 · Taxes & Licenses	100	100
		5456 · Technology Expense	9,000	10,000
		5510 · Telephone	10,000	10,000
		5550 · Travel Expense	1,500	1,500
		5580 · Utilities	38,000	39,000
		5590 · Vehicle Expense	3,000	3,000
Total Expense			1,078,250	1,141,500
NET			6,750	0

ELACHEE NATURE SCIENCE CENTER

Balance Sheet

As of December 31, 2016

	Dec 31, 16
ASSETS	
Current Assets	
Checking/Savings	
1000 · Unrestricted Cash	
1010 · BB&T Operating Account-GenOp	116,306.00
1011 · Petty Cash	350.00
1015 · UCB Checking Account-GenOp	86,778.96
1018 · South State- Cash Reserve	43,261.92
1021 · Wells Fargo Inv. - Money Market	4,913.05
1023 · Stifel Nicolaus Money Market	3,192.01
Total 1000 · Unrestricted Cash	254,801.94
1001 · Restricted Cash Accounts	
1017 · BB&T Money Market-FTN	45,401.31
1012 · BB&T Stream Mitigation Account	1,075.45
1020 · Peach State Money Market-CC	17,481.70
1203 · Stifel Nicolaus (Bond) Inv -BR	125,833.26
1210 · N. GA Community Foundation	76,456.00
Total 1001 · Restricted Cash Accounts	266,247.72
Total Checking/Savings	521,049.66
Accounts Receivable	
1050 · A/R Other	4,835.00
1100 · A / R-Current FY Pledges	
1100.0 · A/R Annual Fund Pledges Current	9,100.00
Total 1100 · A / R-Current FY Pledges	9,100.00
1102 · A/R Future Year Pledges	
1102.0 · A/R - AF Future Year Pledges	6,650.00
Total 1102 · A/R Future Year Pledges	6,650.00
Total Accounts Receivable	20,585.00
Other Current Assets	
1190 · Nature Shop Inventory	
1195 · Inventory - Donated Items	65,000.00
1190 · Nature Shop Inventory - Other	14,573.07
Total 1190 · Nature Shop Inventory	79,573.07
1200 · A/R Stream Mitigation	98,250.00
12000 · Undeposited Funds	250.00
Total Other Current Assets	178,073.07
Total Current Assets	719,707.73
Fixed Assets	
1500 · Buildings	1,177,070.83
1502 · Equipment	186,754.68
1505 · Furniture and Equipment	49,522.47
1507 · Vehicles	45,066.93
1510 · Building Improvements	
1511 · Capital Campaign Improvements	54,724.81
1510 · Building Improvements - Other	244,906.59
Total 1510 · Building Improvements	299,631.40
1512 · Land Improvements	380,973.94
1550 · Accumulated Depreciation	-820,413.92
Total Fixed Assets	1,318,606.33
Other Assets	
1620 · Intangible Assets	
1622 · Amortization of Intangible Asse	-1,050.00
1620 · Intangible Assets - Other	9,000.00
Total 1620 · Intangible Assets	7,950.00

ELACHEE NATURE SCIENCE CENTER

Balance Sheet

As of December 31, 2016

	Dec 31, 16
1201 · SunTrust CD's - Perm Endowment	221,884.96
1600 · Prepaid Expenses	9,376.55
1625 · Stream Mitig. Costs Capitalized	
1625.55 · N/R - Due from Mitigation Bank	167,908.32
1625 · Stream Mitig. Costs Capitalized - Other	495,979.20
Total 1625 · Stream Mitig. Costs Capitalized	663,887.52
1630 · Investment in Land	21,588.81
Total Other Assets	924,687.84
TOTAL ASSETS	2,963,001.90
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	6,072.68
Total Accounts Payable	6,072.68
Credit Cards	
2510 · Chase Business Card	2,964.87
2512 · Lowe's card	-105.26
Total Credit Cards	2,859.61
Other Current Liabilities	
2100 · Federal Withholding	0.01
2105 · EarthShare Donations	16.00
2110 · Sales Tax Payable	1,786.35
2115 · Salaries & Wages Payable	17,271.41
2120 · SEP-IRA Contribution Payable	12,824.45
2121 · HSA payable	-20.00
2122 · 403(B) payable	-1,476.43
2160 · Rental Deposit Payable	-400.00
2520 · Lease Payable - Savin Copier	-317.62
2525 · Cash Box Exp- Program/Events	-485.00
2530 · AF Pledge monthly FYE15 Adj	-10,120.81
Total Other Current Liabilities	19,078.36
Total Current Liabilities	28,010.65
Long Term Liabilities	
2401 · A/P Stream Mitigation Interfund	
2401.11 · N/P -Due to Operations from MB	167,908.32
2401 · A/P Stream Mitigation Interfund - Other	98,250.00
Total 2401 · A/P Stream Mitigation Interfund	266,158.32
2500 · Deferred Income	57,553.04
Total Long Term Liabilities	323,711.36
Total Liabilities	351,722.01
Equity	
3010 · Net Assets - Unrestricted	2,134,377.03
3020 · Net Assets - Temp. Restricted	135,270.93
3030 · Net Assets - Perm. Restricted	205,430.00
32000 · Retained Earnings	93,309.90
Net Income	42,892.03
Total Equity	2,611,279.89
TOTAL LIABILITIES & EQUITY	2,963,001.90

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 2/1/2017
Presenter: Morgan House
Item of Business: Gainesville/Hall '96
Meeting Date: 2/16/2017

Purpose of Request:

Gainesville/Hall '96 FY2018 Budget Presentation. The City of Gainesville contracts with various Agencies to provide additional services.

History/Background:

Historically, the City of Gainesville has contracted with Gainesville/Hall '96 to identify and attract tourism into the municipality and County for the purpose of increasing tourism, economic development and commerce.

Facts & Issues for Consideration:

Historically, the contractual agreement with Gainesville/Hall '96 has been for \$150,000 a year, with quarterly disbursements.

Department Recommendation:

A continued agreement with Gainesville/Hall '96 is requested by the Agency.

Department Director:

Jeremy Perry

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

No

Amount Requested:

\$150,000

Source of Funds:

Funding will be considered as the City's FY2018 budget is developed.

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ FY2018 Funding Request	Backup Material
☐ Projected FY18 Budget	Backup Material
☐ FY17 Midyear Balance Sheet & Profit and Loss	Backup Material
☐ Accomplishments Documentation	Backup Material

CITY OF GAINESVILLE
AGENCY REQUEST FORM – FY2018 BUDGET

The following should be addressed in your budget request. Please respond to the questions in narrative format following the same numbering presentation as below.

1. What is the amount of funding you are requesting from the City of Gainesville?
 - \$150,000
2. Attach your financial budget for next year, including a comparative to your current year budget.
 - Attached
3. Attach a copy of your current financial statement, including balance sheet.
 - July – December, 2016 Attached
4. Please discuss your agency's accomplishments over the past 12 months, focusing primarily on services and programs you provided using funding from the City of Gainesville.
 - Attached
5. Explain how you developed your goals for next year's budget. What do you hope to accomplish using the funding from the City of Gainesville?
 - Attached
6. What challenges are you facing in developing next year's budget? To what level will you be relying on financial reserves to balance your budget?
 - Attached
7. Did you review programs/services to determine their necessity? How do they tie into your goals? Did you expand, add, decrease or eliminate programs/services? If so, what community and budget impact will the changes have?
 - Attached

GAINESVILLE HALL COUTNY 96 ROUNDTABLE, INC.
Submission - City of Gainesville for FY 18
Profit & Loss

	Projected FY 17	Budget Proposal FY 18
Income		
Government Funding		
City of Gainesville	150,000	150,000
Hall County	150,000	150,000
	<u>300,000</u>	<u>300,000</u>
North GA Communtiy Foundation	7,090	-
Rio 2016 Event (net of expenses)	23,155	-
Club Rentals	12,000	18,000
Venue Rentals & Events	30,179	35,100
Total Income	<u>372,424</u>	<u>353,100</u>
Expenses		
Operating Expenses	25,157	26,025
Utilities	51,548	49,900
Repairs & Maintenance	84,692	74,500
Personnel Cost	92,286	93,095
Marketing	912	3,400
Professional Services	23,305	26,000
Venue Rental expenses	2,726	3,100
	<u>280,626</u>	<u>276,020</u>
Capital Improvements		
Docks	59,200	65,000
Building improvements	4,318	12,000
Website	6,800	-
	<u>70,318</u>	<u>77,000</u>
Total Expenses & Capital Exp	<u>350,944</u>	<u>353,020</u>
Net Profit	<u>* 21,480</u>	<u>80</u>

* Needed for cash reserve

GAINESVILLE HALL COUNTY 96 ROUNDTABLE, INC.
FINANCIAL DASHBOARD: July - December 2016

1/20/17

Balance Sheet	12/31/16
Cash	\$ 61,165
Accounts Receivable	30,000
Inventory/Prepays	5,848
Current Assets	97,013
Fixed Assets	226,509
Accum Depreciation	(19,793)
	206,716
Leasehold Improvements	1,314,192
Accum Amortization	(1,311,424)
	2,768
Total Assets	\$ 306,497
Accounts Payable	\$ 295
Other Current Liab	7,506
Total Liabilities	7,801
Equity	
Board Designated	-
Temporarily Restricted	30,000
Unrestricted Net Assets	214,626
Net Income	54,070
	298,696
Total Liabilities & Equity	\$ 306,497

Profit & Loss	Dec 2016	Jul 1 - Dec 31, 2016
Revenue		
Gov't Funding	\$ -	\$ 150,000
N GA Comm Foundation	-	7,090
Rental Income	1,190	19,075
Event Income	1,500	108,243
	2,690	284,408
Operating Expenses	2,893	42,285
Venue Repair & Maint	4,998	47,964
Personnel Expenses	9,405	47,337
Marketing	-	8,313
Professional Services	-	8,305
Venue Events	-	76,134
	17,296	230,338
Net Ordinary Income	\$ (14,606)	\$ 54,070

Capital Expenditures: Jul - Dec 2016

Blinds for Tower	\$ 2,714
Website (deposit)	3,400
	<u>\$ 6,114</u>

LAKE LANIER OLYMPIC PARK

Accomplishments Over The Past 12 Months

1.23.2017

2016 was the most productive year for the Lake Lanier Olympic Park in over a decade. To start the year off, Carroll Daniel Construction along with Millard Architects began an extensive \$1.1MM renovation. This project included renovating the service/concessions building to a more functional space, while remodeling the public restrooms and installing a restroom in the Olympic Timing Tower. However, the most important phase of the project was making the park ADA compliant. For years the plaza and tower were inaccessible to visitor's needing ADA access. Now with the completion of the ADA ramp from the top of the plaza to the bottom and the walkway leading into the tower, we are on the right track to a better and more usable park for all.

Throughout the construction project from the beginning of January till the end of March, collegiate rowers from all across the countries converged on the Lake Lanier Olympic Park for their Spring break Training Camps. During this times over 100 rowers per day used our facilities on a weekly basis for their annual Spring break training. Every year when Spring break training concludes, the Lake Lanier Rowing Club and Gainesville Hall 96 along with the Saint Andrews Rowing Club host the John Hunter Regatta. The John Hunter Regatta, hosts an additional 1500 collegiate rowers with the addition of 500 spectators during a two-day period. By the end of March, the Lake Lanier Olympic Park has anywhere from 2,500 to 3,000 visitors transverse through our gate. From April to early May, the venue hosted 300 of the top canoe/kayak athletes from the United States and Canada. From April 29th through the 30th, Gainesville Hall 96 and Lanier Canoe and Kayak Club hosted the U.S. National Team Trials. Athletes from across the country competed for a spot on the U.S. National Team with an end goal to compete at the 2016 Pan-American Qualifier. By hosting the U.S. Trials in Gainesville, it allowed for local athletes to eliminate the high cost of travel elsewhere. In the beginning of May, The LLOP hosted the Canoe Kayak Canada National Team Trials. These athletes ranged from multiple Olympic Medalist to world record holders, competing for a shot to represent Canada at the Pan- American Olympic Qualifier and ultimately the 2016 Olympics in Rio. To finish out our international Canoe/Kayak racing season, Gainesville Hall 96 along with many sponsors hosted the 2016 Pan- American Continental Olympic Qualifier. Around 300 of the best athletes from the Western hemisphere, who had not already secured an Olympic Quota spot had to visit Gainesville, Ga in order to represent their country in the Olympics. The Pan- American Championship's, marked the first time the Lake Lanier Olympic Park played host to a major international regatta since 2003. This event brought worldwide coverage of our region not seen in a very long time. To close out our major regatta season, along with the Lake Lanier Rowing Club the LLOP hosted the America Collegiate Rowing's National Championship. This regatta brought athletes from the far West Coast to the northern part of the East Coast and everywhere in-between. Some 2,000 athletes, coaches and spectators converged in Gainesville, Ga to see who has the best collegiate rowers across the country

LAKE LANIER OLYMPIC PARK

Accomplishments Over The Past 12 Months

1.23.2017

After our major regatta season concluded the park shifted focus to host numerous community sponsored events and local club regattas. In June, with conjunction with the John Jarrard Foundation, we hosted the annual lake show concert. This concert drew around 1,000 local and regional spectators. Pull Water Sports hosted two wake boarding events at the park. This event aloud the park to host a different demographic of visitors, who typically would otherwise not visit the park. Over the course of remainder summer season, the park hosted a weeding on the plaza and a number of corporate family outings.

The most spectacular event the park has hosted, besides the Olympics was out 20th Anniversary Olympic Celebration, which took place in August. In attendance were 1996 Olympians, Senators/ Representatives and the Governor of Georgia. This event was a grand celebration in honor of the Olympic Legacy and Spirit in which will forever be instilled in Gainesville, Ga.

To finish out the 2016 year, the annual Atlanta Hong Kong Dragon Boat Festival took place. Around 3000 participants and spectators, pack the stands on the second weekend of September. The Dragon Boat Festival, continues to draw record number participants, making it our largest event of the year.

Without funding from the City of Gainesville, the events which took place in 2016 would not have been possible. The support from the local agencies is the only reason we are able to host the numerous regattas and local events throughout the year. The Lake Lanier Olympic Park would not be where it is without the continuous support and encouragement from the City of Gainesville.



LAKE LANIER OLYMPIC PARK

Accomplishments Over The Past 12 Months

1.23.2017



Major Events



Improvements



Operations



Community

Major Events



The Lake Lanier Olympic Park played host to 50 events including 2 International and 2 National Events. These events saw a participation and attendance of over 25,000 people. The most prestigious events include:

- USA Canoe Kayak national Team Selection Trials
- Canoe Kayak Canada National Team Selection Trials
- 2016 Pan American Championships
- American Collegiate Rowing Association National Championships
- John Hunter Rowing Regatta
- Atlanta Hong Kong Dragon Boat Festival

Other events held at the Lake Lanier Olympic Park that were new to the Park's culture and previous usage included corporate events, weddings, concerts, and wake boarding events. The LLOP continues to attract local, national, and international events through continued improvements and local community support.

Improvements



2016 was the first year the LLOP has seen any improvements since 2003. The improvements consisted of a \$1.1MM renovation project with funds coming from the City of Gainesville, Hall County, Federal Government, and Corporate Sponsorships. The improvements focused on increasing ADA accessibility, functionality, and beautification of the Lake Lanier Olympic Park. The Renovation project included:

- ADA accessible ramp from top of plaza to 2nd floor of Olympic Timing Tower
- ADA accessible ramp from top of plaza to bottom of plaza
- Renovations of interior of Olympic Timing Tower
- Renovations of interior of service and concessions building
- Renovations of public restrooms on "tower side"
- Installation of butterfly garden

Other improvements and renovations outside of this major project included but are not limited to installation of a new fire panel in the Boathouse, two new ADA accessible ramps at boathouse, continued maintenance of all aging facilities including boathouse, equipment building, park restrooms, picnic areas, Olympic Course, and public beach.

Operations



Gainesville Hall 96 has continued to be good stewards of all funding received from the City of Gainesville, Hall County, event revenues and corporate donations by seeking the best possible options for contracts pertaining to maintenance, janitorial, and other venue operations. We have established solid working relationships with event vendors, landscaping, maintenance, and janitorial companies to ensure the most effective upkeep of the facilities and grounds. We have also established a new vision statement, strategic plan, and fee structures as we move forward into the new fiscal year.

Community



Since the US Army Corps of Engineers installed traffic counters at the Lake Lanier Olympic Park in May of 2016, we have seen 97,113 vehicles enter the parking lot. 33,356 on the Boat Ramp side and 61,777 on the Park side. These numbers are indicative of just how popular this park is and how important it is for us to continue to improve and maintain all of its facilities and grounds. We have seen an economic impact of \$3.5MM in the last fiscal year with a combined total of \$11MM since Gainesville Hall 96 has taken over the Lake Lanier Olympic Park. The events held at the Park have included over 1000 volunteers from the Gainesville/Hall County area and have reenergized the enthusiasm of those involved in and around our community.

LAKE LANIER OLYMPIC PARK

Goals for Next Year's Budget

1.23.2017

Our goals for next year's budget have been developed based on this year's expenses and revenue and our plans for future improvements to the venue. One of the major events we held this year was "Rio on the Water" which was a celebration of the 20th anniversary of the 1996 Olympics. This event was a major revenue producer but is not an event



we anticipate to hold in the foreseeable future. Our new vision statement states, "Our vision is to be the premier Venue in the United States offering a world class experience for the sports of Rowing, Canoe/Kayak and other recreational activities on

Lake Lanier while serving as a catalyst to inspire and preserve the Olympic Spirit within our community." We intend to use the funds provided by the City of Gainesville to help further our mission and support our community through improved facilities and grounds.

In addition to the revenue generated from the major and many smaller events coming to the LLOP in the FY18, Gainesville Hall 96 has submitted a grant to the Department of Community Affairs for \$500,000 to being phase 2 of our renovation project which will include installing a new picnic pavilion and renovating the public restrooms on the park side of the property.

LAKE LANIER OLYMPIC PARK

Challenges for Next Year's Budget

1.23.2017

Next year's budget will primarily be based around our strategic plan concerning renovation and improvements to the Park and Venue. We are in the beginning stages of preparing for major events coming to the Olympic Park in the upcoming fiscal year and how those revenues and expenses will impact the overall budget.

Having only been in existence for a short time and investing so much into the park's facilities, grounds, and operations, we have not yet established "financial reserves" but as we move into the new fiscal year and beyond, we are working to implement a reserve fund to cover expenses due to unforeseen circumstances.

LAKE LANIER OLYMPIC PARK

Review of Programs and Services

The services that Gainesville Hall 96 offers the Lake Lanier Olympic Park and the Gainesville/Hall County communities are services that constantly change depending on the time of year or type of event happening at the site. Our newly approved vision statement (attached) has provided us with a more direct approach on how to make the Lake Lanier Olympic Park the best venue in the world not only for major international events but also for community usage.

The operation expenses we are largely limited to utilities and basic maintenance of the park. Only a small percentage is allocated to staff which is made up of only one full-time and one part time employee. All funds from government agencies are used for the limited operation expenses and the necessary capital expenses as funds allow.

The Lake Lanier Olympic Park is available for all citizens to use on a daily basis. By working closely diligently with our local governments, community members, canoe/kayak & rowing clubs, and hundreds of volunteers, Gainesville Hall 96 is able to attract and bring in world-class events to the community and thus bringing in tax dollars from outside our area.

1.23.2017



Boat Ramp



Courtesy Dock



Picnic Area



Public Beach

LAKE LANIER OLYMPIC PARK

Review of Programs and Services

1.23.2017



Vision

Vision statement:

Our vision is to be the premier Venue in the United States offering a world class experience for the sports of Rowing, Canoe/Kayak and other recreational activities on Lake Lanier while serving as a catalyst to inspire and preserve the Olympic Spirit within our community.

Our objectives are:

- to foster the healthy development of the sports of Rowing and Canoe/Kayak on Lake Lanier;
- to generate and provide financial resources for the operation and development of Lake Lanier Olympic Park;
- to provide coordination, communication and input from and with local and regional governments, communities and neighbors;
- to encourage community support and involvement in the activities at the Park;
- and to ensure community inclusion in the use and development of the Park, Venue, and its facilities.

LAKE LANIER OLYMPIC PARK

Review of Programs and Services

1.23.2017

Upcoming Scheduled Events

Polar Bear Swim	1/1/2017
Rowing Training Camps	12/27/16 - 4/9/17
Lula Bridge Race	3/18/2017
John Hunter	3/25/17 - 3/26/17
BRL Practices Spring	April-May
Duck Derby	5/6/2017
BRL Spring Fungatta	5/6/2017
USACK	5/20/17 - 5/21/17
ACRA	5/26/17 - 5/28/17
Lake Show	6/3/2017
Gainesville Hall Dragon Boat Challenge	6/10/2017
Southern Invitational	6/17/2017
Wedding	6/24/2017
Summer Sprints	7/15/2017
Dragon Boat Festival	9/9/2017
BRL Fall Fungatta	9/30/2017

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 2/8/2017
Presenter: Jeremy Perry
Item of Business: Resolution: General Banking
Meeting Date: 2/16/2017

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?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 General Banking Resolution	Resolution

RESOLUTION BR-2017 - ____

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 - ____

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

WORKSESSIONREQUEST

Date Submitted: 2/2/2017

Presenter: Terry Palmer

Item of Business: Resolution: Transfer of a Portion of the Airport Industrial Park (AIP) Lot A5 and Sale Property at 1080 Airport Parkway

Meeting Date: 2/16/2017

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?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ Resolution Transfer of AIP A-5A Ground Lease LCL Holdings, Co	Resolution
☐ AIP Lot A-5A Lease Document and Exhibits	Resolution

RESOLUTION BR-2017 - ____

**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"

WITNESSETH:

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".

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 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 at least 50 percent 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 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 rear 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, skylights, 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 at 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 front 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 within 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 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 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 statute 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 suitability 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 thereof 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 or 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

LCL HOLDING CO., LLC.

By: _____
C. Danny Dunagan, Jr.
Mayor

By: _____

Title: _____

Attest: _____
Denise O. Jordan, City Clerk

Attest: _____

Title: _____

(CITY SEAL)

(AFFIX CORPORATE SEAL)

EXHIBIT "B" INSURANCE

VENDOR CLASSIFICATION CHECK APPROPRIATE 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-contributory 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 width 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

WORKSESSIONREQUEST

Date Submitted: 2/2/2017

Presenter: Terry Palmer

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

Meeting Date: 2/16/2017

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?

No

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
☐ Acceptance of Grant Award of Contract for the Runway Improvement Construction and Airport Layout Plan	Resolution

RESOLUTION PR-2017 - ____

**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 - ____

**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

WORKSESSIONREQUEST

Date Submitted: 2/7/2017

Presenter: Terry Palmer / Jessica Tullar

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

Meeting Date: 2/16/2017

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?

No

Amount Requested:

\$125,000

Source of Funds:

Airport Fund Balance

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 ARC Grant Application - Airport	Resolution

RESOLUTION PR-2017 - ____

**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 - ____

**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

WORKSESSIONREQUEST

Date Submitted: 2/7/2017

Presenter: Jessica Tullar

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

Meeting Date: 2/16/2017

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?

Yes

Amount Requested:

\$30,000.00

Source of Funds:

FY18 CIP Budget

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ ARC Grant Application - Wireless Hot Zone	Resolution

RESOLUTION PR-2017 - ____

AUTHORIZATION TO APPLY FOR AND ACCEPT AN ARC ECONOMIC DEVELOPMENT GRANT – DOWNTOWN WIRELESS 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

WORKSESSIONREQUEST

Date Submitted: 1/27/2017

Presenter: Angela Sheppard

Item of Business: Resolution: Transfer of Urban Redevelopment Property to Gainesville Housing Authority

Meeting Date: 2/16/2017

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?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description

Type

- ▣ Resolution to Transfer Property
- ▣ Atlanta Street Survey - Exhibit A
- ▣ Atlanta Street Legal Description - Exhibit B
- ▣ Ordinance 2016-05 Atlanta Street Abandonment
- ▣ BR-2010-05 Adoption of Urban Redevelopment Plan

- Resolution
- Attachments/Exhibits
- Attachments/Exhibits
- Backup Material
- Backup Material

RESOLUTION BR-2017 - ____

**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 Crandall's rule. This plat has been calculated for closure and is found to be accurate within one foot in 85,437 feet.

Chris M. Patton
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, PLAN 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, PLAN 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, PLAN 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.

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.A.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
- O.T. - 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
- W. - WOOD FENCE
- X. - WIRE FENCE
- OHP. - OVERHEAD POWER LINES
- P/L - PROPERTY LINE
- R/W - RIGHT-OF-WAY
- N/F - NOW OR FORMERLY
- C. - CENTERLINE
- INTX - INTERSECTION
- R. - CURVE RADIUS
- L. - CURVE ARC LENGTH
- Δ - CURVE CENTRAL ANGLE
- C.BRG. - CHORD BEARING
- C.DIST. - CHORD DISTANCE
- N.L. - LAND LOT
- N. - NORTHING COORDINATE
- E. - EASTING COORDINATE
- S/B - SETBACK
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- C.O. - CONTINUOUS OWNERSHIP
- G.D.O.T. - GEORGIA DEPARTMENT OF TRANSPORTATION

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.

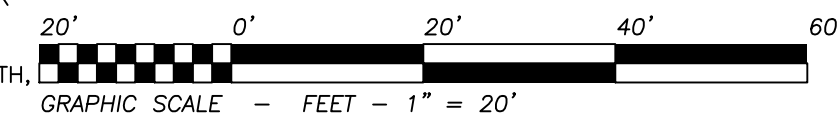
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

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.

AREA: 0.14 ACRES



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

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.
CHECKED BY: C.M.P.

SURVEYED BY: H.R. & J.H.
COMPUTATIONS BY: C.H.K.



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.



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:
N/A

DATE:
02/09/2016

17-023.dwg
JN. 17-023
Page 111 of 124

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

ORDINANCE NO. 2016-05

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.

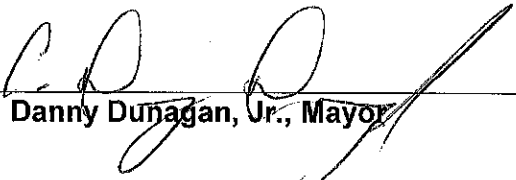
All ordinances and parts of ordinances in conflict herewith are hereby repealed.

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.

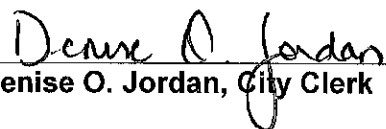
SECTION V.

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



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

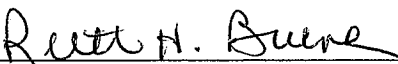
WHEREAS, as stated in paragraph (d) of Code Section 36-61-7, the City Council finds that a feasible method exists for the relocation of families that may be displaced; the Midtown Gainesville Redevelopment Plan conforms to the general plan of the City of Gainesville as a whole; and adoption of the Midtown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

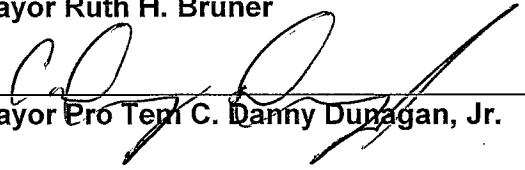
WHEREAS, it is in the public interest of the City that the Urban Redevelopment Law be exercised to improve the economic and social conditions of the Midtown Redevelopment Area in order to remedy the detrimental effects of its current depressed and underutilized state; and

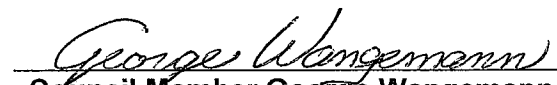
WHEREAS, adoption of the Midtown Gainesville Redevelopment Plan pursuant to the Urban Redevelopment Law (O.C.G.A. § 36-61-1 et seq.) is necessary to restore this area as the town center of the City of Gainesville; and

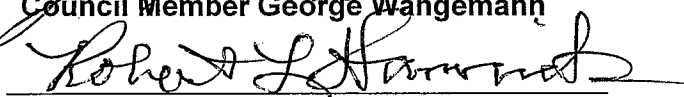
NOW, THEREFORE, BE IT RESOLVED THAT the City Council of Gainesville, Georgia hereby adopts the attached Midtown Gainesville Redevelopment Plan pursuant to the Urban Redevelopment Law (O.C.G.A. § 36-61-1 et seq.).

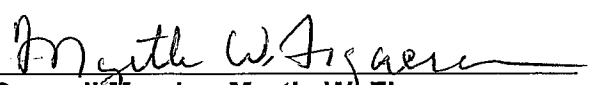
Adopted this 4th day of May, 2010.


Mayor Ruth H. Bruner

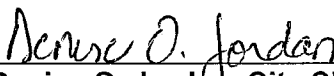

Mayor Pro Tem C. Danny Dunagan, Jr.

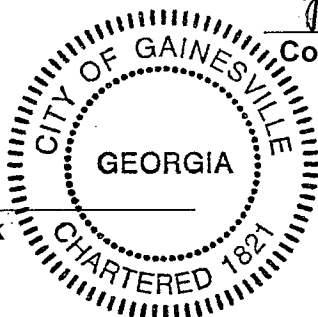

Council Member George Wangemann


Council Member Robert L. Hamrick


Council Member Myrtle W. Figueras

ATTEST:


Denise O. Jordan, City Clerk





CITY OF GAINESVILLE
CITY MANAGER'S OFFICE

Denise Jordan, CMC
City Clerk

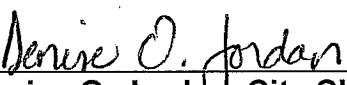
300 Henry Ward Way
Post Office Box 2496
Gainesville, Georgia 30503-2496
Telephone: 770 . 535 . 6862
Fax: 770 . 297 . 5405
Web Site: www.gainesville.org

CERTIFIED RESOLUTION

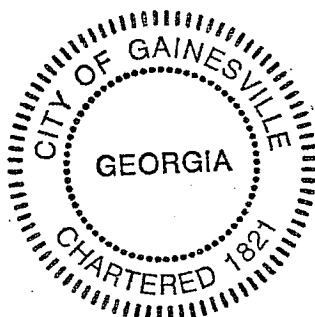
STATE OF GEORGIA
COUNTY OF HALL

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, City Clerk

(Seal)



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



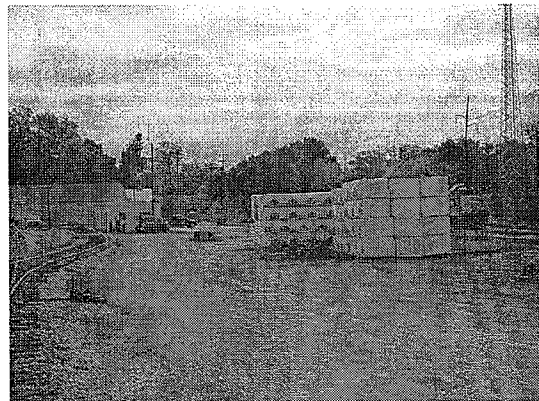
Executive Summary

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



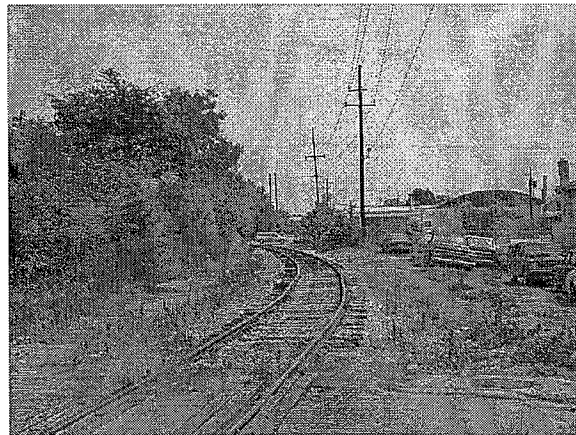
historic commercial core, and provide new public spaces that will bring all of Gainesville's citizens together.

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

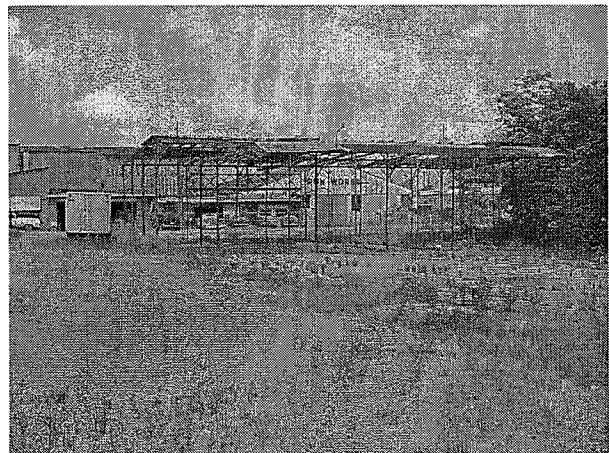
The goal of the City's redevelopment effort is to reinvigorate Midtown with new residences, shops, offices, entertainment and recreational areas that will link Midtown and Downtown with residents in neighborhoods as far away as Lake Lanier. The Midtown Gainesville Redevelopment Plan and Tax Allocation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

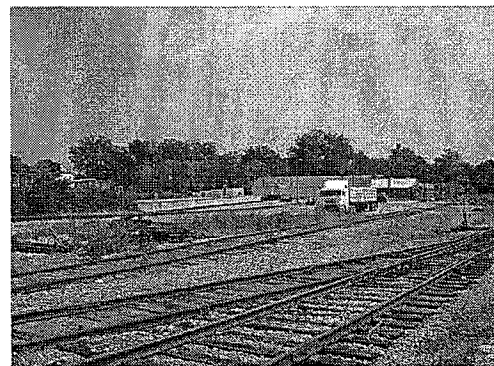
The Georgia General Assembly amended the Redevelopment Powers Law, which governs the operation of TAD's, in 2001 to include encouraging the redevelopment of "depressed non-urban areas within counties and municipalities" and to "expand the characteristics of areas eligible for designation as redevelopment 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, 2001 Midtown 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
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Net Taxable value of development (minus base increment)

@ 100% of assessed valuation (City and School)	\$287.4 million
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@ 40% of assessed valuation (County)	\$114.5 million
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Cost of public infrastructure to be financed by TAD	\$ 29.0 million
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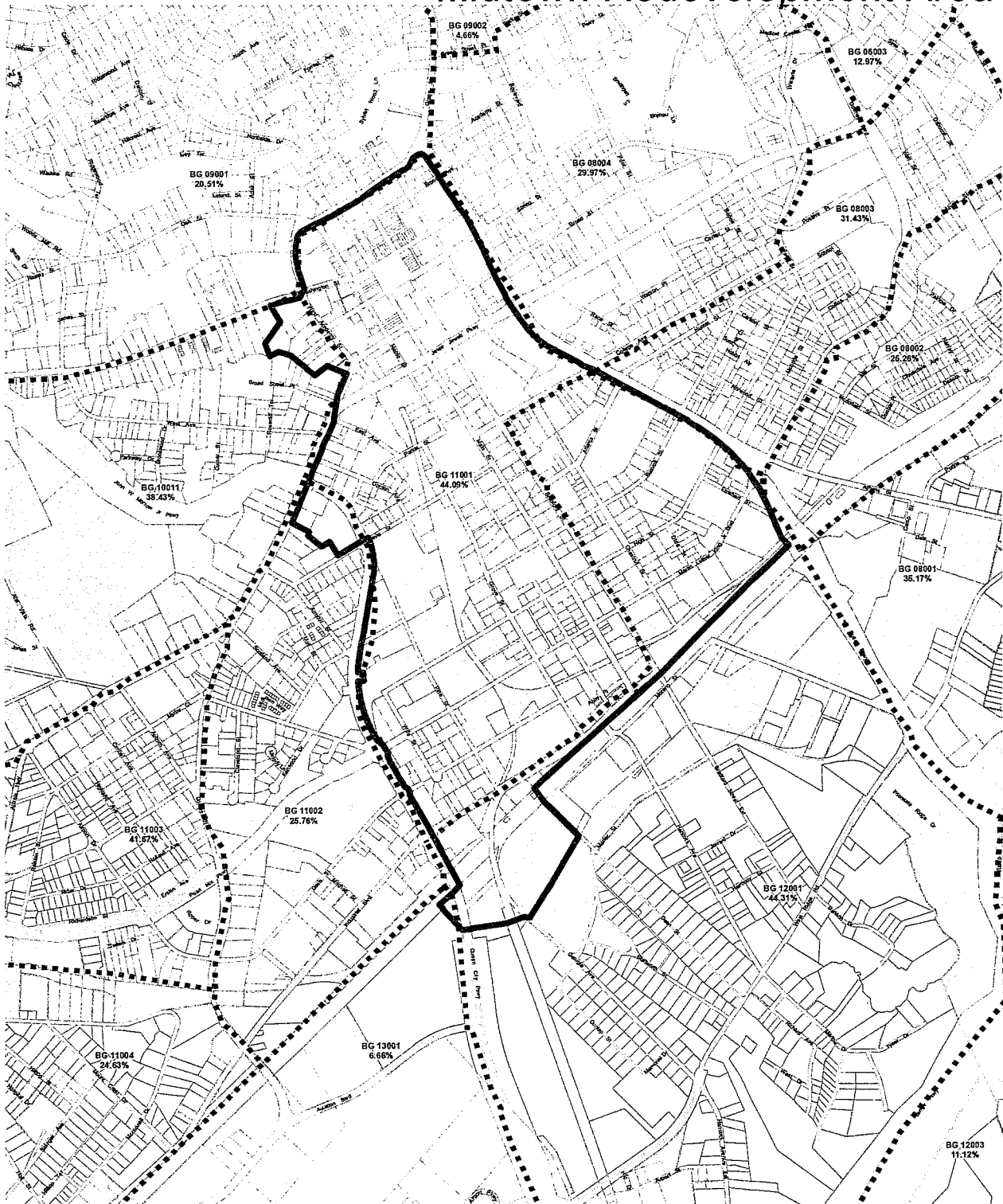
Estimated ad valorem tax increment after full build out of projects in the six Focus Areas	\$ 3,615,991
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* The City of Gainesville and the Gainesville School Board base their assessed value on 100% of market value. Hall County bases its assessed value on 40% of market value.



City of Gainesville

Midtown Redevelopment Area



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

Opportunity Zone Administrator
Rusty Ligon, Community Development Director
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Map Preparer
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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%

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