



AGENDA

Gainesville Work Session
Thursday, July 13, 2017, 9:00 AM
Administration Building, Board Room
300 Henry Ward Way, 3rd Floor
Mayor or Mayor Pro Tem Presides

DEPARTMENT ISSUES

Financial Services	Resolution: Declaration of Surplus Property	Karen Roper
Police	Resolution: Bureau of Justice Assistance - Bulletproof Vest Partnership Grant Program FY18-19	Carol Martin
Water Resources	Resolution: FY2016 Sanitary Sewer Improvements Award of Contract	Marcial Mosqueda
Public Works	Resolution: Transfer of a Portion of the Airport Industrial Park (AIP) Lot A5 and Sale of Property at 1080 Airport Parkway and to Rescind Resolution BR-2017-08	Terry Palmer
Community Development	Public Hearing Item for the July 18, 2017 Council Meeting Request from the City of Gainesville to rezone a 53.177± acres tract located on the northeast and northwest side of the intersection of Jesse Jewell Parkway and Community Way (a/k/a 1514, 1515, 1545, 1560 and 1581 Community Way, NE) from Residential-II (R-II) to Office and Institutional (O-I). Ward Number: Three. Tax Parcel Number(s): 01-082-004-002, 003, 004 and 007. Request: Existing uses and future office.	Matt Tate

CITY MANAGER ISSUES

MAYOR/COUNCIL ISSUES

Ex-Officio Report(s)

CITY ATTORNEY ISSUES

CITY CLERK ISSUES

EXECUTIVE SESSION

ADJOURNMENT

Final: Monday, July 10, 2017, 10:00 AM

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/5/2017
Presenter: Karen Roper
Item of Business: Resolution: Declaration of Surplus Property
Meeting Date: 7/13/2017

Purpose of Request:

Requesting Council declare the property on the attached listings as surplus for public sale.

History/Background:

The City's Capital Asset policy dictates the procedure for transferring assets that have outlived their useful life to surplus. This policy has been followed with the assets listed on Attachments A and B. Financial Services periodically requests that property be declared surplus in order to sell or dispose of the property in a timely and orderly manner.

Facts & Issues for Consideration:

Surplus property that was purchased by the City is offered to other city departments before a sale takes place. Property seized by the Police Department is not offered to other city departments.

Department Recommendation:

Property listed on Attachments A and B be declared as surplus.

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
☐ Declaration of Surplus Property	Resolution
☐ Attachment A	Attachments/Exhibits
☐ Attachment B	Attachments/Exhibits

RESOLUTION BR-2017 - ____

Declaration of Surplus Property

WHEREAS, the City Financial Services staff recommends that the attached lists (Attachments A and B) of property be declared surplus and made available for sale or donation in accordance with Resolution BR-90-81 adopting the City's Purchasing Policies and Procedures; and

WHEREAS, said policies and procedures require the governing body to declare property to be surplus in order for it to be sold either by sealed bids or by auction to the highest bidder, or disposed of in another matter as approved by the City Manager's office.

WHEREAS, it has been determined that the attached list of property has served beyond its useful life and the City Financial Services staff believes that the method of disposal shall be by sale at auction to the highest bidder in accordance with the policies and procedures, or dispensation in a manner approved by the City Manager; and

WHEREAS, the City Financial Services staff shall set a date, place and time for the appropriate sale; and

WHEREAS, the method of disposal of surplus property shall be an auction, utilizing GovDeals, an online auction company recommended by the Georgia Municipal Association, with concurrence of the City Attorney, City Clerk, and City Manager in accordance with policies and procedures, or dispensation in a manner approved by the City Manager; and

WHEREAS, funds derived from the sale of surplus property shall be deposited to the appropriate fund and account as determined by the Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby declare this property surplus and available for public sale or disposal as approved by the City Manager, and that any item not sold at the sale shall be disposed of in an appropriate manner with concurrence of the City Manager.

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

Tagged Assets

				Attachment A	
Asset #	Asset Description	Dept #	Purchase Date	Purchase Cost	
Municipal Court					
12556	CPU Computer	2650	01/24/07	1,413.38	
Community Service Center					
11668	Steamtable - Well	5420	5/19/2004	1,320.00	
Police					
12799	2008 Ford Crown Victoria	3200	5/1/2008	39,431.00	
12803	2008 Crown Vic	3200	5/1/2008	39,431.00	
12945	2009 Chev Tahoe	3200	1/26/2009	33,871.50	
12946	2009 Chevy Tahoe	3200	1/26/2009	33,871.50	
12968	2009 Crown Vic	3200	3/5/2009	33,644.83	
12971	2009 Ford Crown Victoria	3200	3/5/2000	33,644.83	
13198	2010 Crown Vic	3200	5/25/2010	29,931.00	
12629	2007 GMC Yukon	3200	5/9/2007	28,018.00	
19856	2001 Chev Impala	3200	7/1/2001	21,977.00	
12387	2005 Chevrolet Silverado	3200	8/11/2006	20,820.00	
9000	1997 Chevrolet Blazer	3200	12/18/1996	20,280.00	
20847	2004 Chev Blazer	3200	7/2/2002	19,515.00	
12175	2003 Nissan Frontier	3200	9/27/2006	18,395.00	
12082	2004 Chevrolet Trailblazer	3200	8/11/2005	17,317.01	
15946	2000 Harley Motorcycle	3200	12/12/1999	13,000.00	
15220	2008 Dodge Ram 1500 (4955)	3200	7/14/2015	12,000.00	
13159	2006 Toyota Solara	3200	10/28/2009	4,999.00	
13729	Panasonic Toughbook CF-19	3200	10/4/2011	4,105.85	
13730	Panasonic Toughbook CF-19	3200	10/4/2011	4,105.85	
12674	Panasonic Toughbook CF-19	3200	8/15/2007	3,573.00	
13032	Panasonic Toughbook CF-19	3200	5/13/2009	3,478.17	
13149	Panasonic Toughbook CF-19	3200	11/16/2009	3,228.00	
13458	Dell Latitude E6500	3200	2/4/2011	1,868.16	
12788	Lenovo	3200	2/13/2008	1,812.00	
12792	Lenovo	3200	2/13/2008	1,592.00	
12796	Lenovo	3200	2/13/2018	1,592.00	
13099	Dell Latitude E6500	3200	7/16/2009	1,359.05	
13101	Dell Latitude E6500	3200	8/6/2009	1,359.05	
12985	Panasonic Toughbook CF-19	3200	3/31/2009	334.00	
Fire Department					
19698	ISG K90 Talisman Thermal Image	3500	05/23/01	17,100.00	
11959	Scott Air Pack	3500	05/20/05	3,176.10	
11960	Scott Air Pack	3500	05/20/05	3,176.10	
11962	Scott Air Pack	3500	05/20/05	3,176.10	
11964	Scott Air Pack	3500	05/20/05	3,176.10	
11965	Scott Air Pack	3500	05/20/05	3,176.10	
11966	Scott Air Pack	3500	05/20/05	3,176.10	
11967	Scott Air Pack	3500	05/20/05	3,176.10	
20777	Extando Bed Steel Frame	3500	06/24/02	2,611.00	
11764	Scott Air Pack	3500	08/11/04	2,600.00	
11711	Scott Air Pack	3500	08/11/04	2,600.00	
11712	Scott Air Pack	3500	08/11/04	2,600.00	
11714	Scott Air Pack	3500	08/11/04	2,600.00	
13715	Motorola Portable Radio	3500	08/03/11	2,317.78	
12947	Motorola Portable Radio	3500	10/29/08	2,183.84	
13460	Dell Latitude Laptop	3500	01/31/11	1,868.16	
2874	Hurst Hydraulic Pump	3500	07/01/83	1,500.00	
4210	M30 Smoke Machine	3500	11/26/90	1,379.95	
11527	Geiger Counter	3500	12/12/03	1,360.00	
5334	Hurst Mini Cutter	3500	12/01/93	900.00	
Inspection					
12570	2001 Ford Ranger	7220	1/30/2007	16,000.00	

PW- Public Lands & Bldg					
20542	2002 Ford Econoline Van	1565	11/5/2001		17,088.00
PW- Engineering					
13039	Laptop-Dell Latitude E6500	4100	06/11/09		1,306.10
PW- Traffic					
12143	Multi-switch tester w/loop	4270	01/25/06		8,253.50
11431	Laptop - Dell D600	4270	08/18/03		1,994.00
11398	Laptop - Dell D600	4270	08/18/03		1,994.00
114321	Laptop-Dell D600	4270	08/18/03		1,994.00
11398	Laptop-Dell D600	4270	08/18/03		1,994.00
13061	Laptop Dell Latitude E6500	4270	06/04/09		1,306.10
13061	Laptop-Dell Latitude E6500	4270	06/04/09		1,306.10
12343	CPU OptiPlex GX620	4270	07/19/06		1,216.28
19334	Credenza	4270	08/08/00		1,158.00
PW- Streets					
19212	International 4700 Service Truck	4200	02/22/00		57,295.00
8949	New Holland 2WD Tractor	4200	05/27/97		16,609.00
19931	Side Mount Bush Hog	4200	07/16/01		13,809.40
12056	Komatsu Rubber Tire Roller	4200	08/09/05		13,500.00
15963	Tow master Trailer	4200	10/15/66		9,300.00
19456	Tow master Trailer	4200	08/05/00		9,300.00
12295	Ice Machine	4200	06/30/06		2,480.00
PW- Solid Waste					
15022	Motorola Handheld Radio	4500	01/29/15		1,430.75
PW- Airport					
90000773	Install Bi-fold Maint Hangar	4563	06/30/13		31,432.88
P & R					
14322	Portable Pitching Mound	6200	05/02/13		2,700.00
12093	CPU-OptiPlex GX620	6210	09/23/05		1,565.58
12866	CPU-OptiPlex 755	6100	05/09/08		1,161.00
13180	Fencing-Endro 364 FT	6200	12/29/09		1,050.35
13181	Fencing-Endro 364 FT	6200	12/29/09		1,050.35
13182	Fencing-Endro 364 FT	6200	12/29/09		1,050.35
13183	Fencing-Endro 364 FT	6200	12/29/09		1,050.35
Golf					
11374	John Deere 3235 Fairway Mower	6135	06/30/04		36,502.00
4448	John Deere 300D Backhoe Loader	6135	06/28/93		30,679.86
11105	Cushman Truckster (4wheel)	6135	05/30/99		7,900.00
12239	2007 Yamaha Golf Cart (Electric)	6135	10/26/06		3,375.00
12275	2007 Yamaha Golf Cart (Electric)	6135	01/04/07		3,375.00
12274	2007 Yamaha Golf Cart (Electric)	6135	01/04/07		3,375.00
12231	2007 Yamaha Golf Cart (Electric)	6135	10/26/06		3,375.00
Department of Water Resources					
13058	2010 Ford 550 Crew Cab W10-1	4440	11/06/09		69,079.00
20882	Monitor-Duratrak streaming	4430	11/29/01		8,690.00
20729	Data Collector-handheld w/stand	4975	04/05/02		4,378.85
20743	Data Collector-handheld w/stand	4975	04/05/02		4,378.85
20744	Data Collector-handheld w/stand	4975	04/05/02		4,378.85
20730	Data Collector-handheld w/stand	4975	04/05/02		4,378.84
13814	Sampler-Chain/Cup Model E	4980	03/29/95		3,995.95
13816	Sampler-Chain/Cup Model E	4980	03/29/95		3,995.95
12540	Data Collector-handheld w/stand	4975	01/29/07		3,250.00
12361	Data Collector-handheld w/stand	4975	01/29/07		3,250.00
12539	Data Collector-handheld w/stand	4975	01/29/07		3,250.00
19888	MAIL FOLDER	4975	07/16/01		3,163.60
20745	Data Collector-handheld w/stand	4975	4/5/2002		2,528.84
20746	Data Collector-handheld w/stand	4975	4/5/2002		2,528.84

20747	Data Collector-handheld w/stand	4975	4/5/2002	2,528.84
20748	Data Collector-handheld w/stand	4975	4/5/2002	2,528.84
20753	Data Collector-handheld w/stand	4975	4/5/2002	2,528.84
20728	Data Collector-handheld w/stand	4975	04/05/02	2,528.84
12857	HP PRINTER CNR XR76027	4975	04/07/06	2,076.00
15648	Spectrophotometer - HACH	4430	01/13/99	1,595.00
14788	Prominent Chemical Pump	4430	06/15/98	1,569.67
20672	Pump - Metering	4430	01/24/02	1,513.95
15137	Pump-LMI C1 Series	4430	05/22/15	1,382.06
11605	Touch Read Auto Gun	4975	04/26/04	1,200.00
11606	Touch Read Auto Gun	4975	04/26/04	1,200.00
12861	Dell OptiPlex 755	552	04/16/08	1,161.00
20732	Cordless Autogun	4975	03/29/02	1,080.00
20733	Cordless Autogun	4975	03/29/02	1,080.00
20737	Cordless Autogun	4975	03/29/02	1,080.00
20739	Cordless Autogun	4975	03/29/02	1,080.00
20742	Cordless Autogun	4975	03/29/02	1,080.00
13753	Dell OptiPlex 900 PC	4985	03/13/12	1,051.98
13750	Dell OptiPlex 900 PC	4970	06/30/12	1,051.98
15802	Flow Meter-Mini Current	4980	07/15/99	1,045.00
13597	Dell OptiPlex 780 PC	4985	03/29/11	1,037.33
13897	Cordless Autogun	4975	03/06/12	1,015.00
13062	Dell OptiPlex	4975	06/30/12	933.00

Non Tagged Assets

Attachment B

Asset #	Asset Description	Dept #	Comments
Municipal Court			
No Tag	Calculator	2650	Below Threshold
No Tag	Monitor Stand	2650	Below Threshold
No Tag	File Bin	2650	Below Threshold
No Tag	Money Counter	2650	Below Threshold
No Tag	Small Cart	2650	Below Threshold
No Tag	Filing Cabinet	2650	Below Threshold
No Tag	Small Filing Cabinet	2650	Below Threshold
No Tag	TV Wall mount	2650	Below Threshold
No Tag	Set of Speakers	2650	Below Threshold
Financial Services			
No Tag	7 Office Chairs	1510	Below Threshold
No Tag	2 Adding Machines	1510	Below Threshold
Community Service Department			
No Tag	Goldstar TV w/vs. Port	5420	Below Threshold
No Tag	black 3 tier cart	5420	Below Threshold
No Tag	5 drawer filing cabinet	5420	Below Threshold
No Tag	Bookshelf	5420	Below Threshold
No Tag	Bookshelf	5420	Below Threshold
No Tag	Keter Plastic tool box w/tools	5420	Below Threshold
No Tag	3 Wire baskets/dividers	5420	Below Threshold
No Tag	Filing Cabinet Tan 3 drawer	5420	Below Threshold
No Tag	2 Filing Cabinets tan 2 drawer	5420	Below Threshold
No Tag	2 Filing Cabinets 4 drawer	5420	Below Threshold
No Tag	Black Lobby Chair	5420	Below Threshold
No Tag	Rolling Desk Chair - Blue	5420	Below Threshold
No Tag	Rolling Desk Chair - Dark Blue	5420	Below Threshold
No Tag	3 Green Carpets	5420	Below Threshold
No Tag	2 Brown Carpets	5420	Below Threshold
No Tag	Desk Red Mahogany	5420	Below Threshold
No Tag	2 Plastic floor Mats	5420	Below Threshold
No Tag	Desk Mahogany	5420	Below Threshold
No Tag	Desk	5420	Below Threshold
No Tag	Black Filing cabinet	5420	Below Threshold
No Tag	5 Outdoor Chair Cushions	5420	Below Threshold
No Tag	Black Desk Chair	5420	Below Threshold
No Tag	Oxygen Tank	5420	Below Threshold
No Tag	Walker	5420	Below Threshold
No Tag	2 trash cans	5420	Below Threshold
No Tag	6 hand soap dispensers	5420	Below Threshold
No Tag	Box of Office Supplies	5420	Below Threshold
No Tag	2 Foldable Metal Chairs	5420	Below Threshold
No Tag	2 Bathroom Napkin Dispensers	5420	Below Threshold
No Tag	Christmas Lights	5420	Below Threshold
No Tag	2 plastic Totes Clear	5420	Below Threshold
No Tag	2 Plastic Totes Black	5420	Below Threshold
No Tag	Dell Keyboard	5420	Below Threshold
No Tag	Panasonic automatic stapler	5420	Below Threshold
No Tag	Martin Yale Auto Folding Machine	5420	Below Threshold
No Tag	Premier Automatic Folding Machine	5420	Below Threshold
No Tag	Mailbox Dispenser	5420	Below Threshold
No Tag	Wire File Drawer	5420	Below Threshold
No Tag	Extension Cords	5420	Below Threshold
No Tag	Small Office Desk Mahogany	5420	Below Threshold
No Tag	Desk - Brown	5420	Below Threshold
No Tag	Bookshelf Brown	5420	Below Threshold
No Tag	Rolling Desk Chair - Green	5420	Below Threshold
No Tag	Sweeper - Orange	5420	Below Threshold
No Tag	Walk Clock - Chaney	5420	Below Threshold
No Tag	Frigidaire Dishwasher - Black	5420	Below Threshold

Police			
No Tag	Sony Playstation-3,w/3 ctrls,6 games	3200	Seized
No Tag	1989 Ford Bronco	3200	Abandoned
No Tag	1999 Ford Explorer	3200	Abandoned
No Tag	1999 Nissan Altima	3200	Abandoned
No Tag	1998 Kawasaki KDX/KX	3200	Abandoned
No Tag	Citizen White Face Watch w/black band	3200	Abandoned
No Tag	X-Box One Console, Model 1540	3200	Abandoned
No Tag	Rifle, GAMO Pellet Gun, .117 Cal.	3200	Abandoned
No Tag	Rifle, M1Carbine, 30 Cal. w/1 mag	3200	Abandoned
No Tag	S&W 9 Tactical, Model 5903TSW,9mm,3mag	3200	Abandoned
No Tag	Revolver,38 SPL,Charter Arms Mod-Uncvrv	3200	Abandoned
No Tag	Revolver Soft Case	3200	Abandoned
No Tag	Black & Green Gun Soft Case	3200	Abandoned
No Tag	NEXT Bicycle, Mod 8567-95F	3200	Seized
No Tag	96 Toyota Avalon, White	3200	Seized
No Tag	04 BMX X3, Light Blue	3200	Seized
No Tag	E-SEEK 200 LICENSE SCANNERS	3200	Below Threshold
No Tag	HP DESKJET F4180 PRINTER	3200	Below Threshold
No Tag	HP LASER JET	3200	Below Threshold
No Tag	IBM WHEEL WRITER 30 SERIES II	3200	Below Threshold
No Tag	4-DYNEX LCD 15" TC	3200	Below Threshold
No Tag	4-HP OFFICEJET H470 MOBILE PRINTR	3200	Below Threshold
No Tag	2-Pro laser II	3200	Below Threshold
No Tag	10-Pro Lite Lidar	3200	Below Threshold
No Tag	Kustom Pro 1000 Radar Head Unit	3200	Below Threshold
No Tag	2-Genesis II K-Band Radar Antenna	3200	Below Threshold

PW- Streets			
No Tag	Bobcat Sheep Foot Roller	4200	Below Threshold

Department of Water Resources			
No Tag	KENSINGTON MOUSE	4970	Below Threshold
No Tag	MICROSOFT PS2 KEYBOARD	4970	Below Threshold
No Tag	SURGE PROTECTOR & POWERSTRIP	4970	Below Threshold
No Tag	18- CASH RECEIPT PRINTERS	4975	Below Threshold
No Tag	SMALL DESK	4970	Below Threshold
No Tag	HP SCAN JET 7800	4970	Below Threshold
No Tag	3-FIRST DATA TELECHECK MACHINES	4975	Below Threshold
No Tag	6- FIRST DATA PINPADS	4975	Below Threshold
No Tag	2-HP LASER JET PRINTERS	4975	Below Threshold
No Tag	TRAVEL SCANNER	4975	Below Threshold
No Tag	2-LASER JET PRINTERS	4975	Below Threshold
No Tag	5-DATA COLLECTOR-HANDHELD	4975	Below Threshold
No Tag	3-Data Collector-handheld w/stand	4975	Below Threshold
No Tag	HP Scanjet 8250	4970	Below Threshold
No Tag	Xerox travel scanner	4975	Below Threshold
No Tag	3-Dell Laptop Power adapters	4970	Below Threshold
No Tag	Dell Laptop battery module	4970	Below Threshold
No Tag	Dell PS/2 keyboard & Mouse	4970	Below Threshold
No Tag	Dell ultrasharp 1504FP Monitor & Sndbar	4985	Below Threshold
No Tag	Dell mother board	4985	Below Threshold
No Tag	Computer Power Supply	4985	Below Threshold
No Tag	Dell laptop docking station	4900	Below Threshold
No Tag	AMP Netconnect Cat 5 48 port patch panel	4900	Below Threshold
No Tag	Cyberpower 550VA UPS	4440	Below Threshold

Golf			
No Tag	4 Lockers	6135	Below Threshold

PW - TRAFFIC			
No tag	Desk - Cherry Color	4270	Below Threshold
No tag	Return - Cherry Color	4270	Below Threshold
No tag	Hutch - Cherry Color	4270	Below Threshold
No tag	2 Drawer Filing Cabinet - Cherry Color	4270	Below Threshold
No tag	Green Desk	4270	Below Threshold

No tag	3 Shelf Bookcase	4270	Below Threshold
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CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 6/26/2017
Presenter: Carol Martin
Item of Business: Resolution: Bureau of Justice Assistance - Bulletproof Vest Partnership Grant Program FY18-19
Meeting Date: 7/13/2017

Purpose of Request:

To request approval to apply and receive grant assistance for the cost of new and/or replacement bulletproof vests.

History/Background:

The Bureau of Justice Assistance will provide awarded agencies with 50% of the cost of new and/or replacement bulletproof vests.

Facts & Issues for Consideration:

We have a need for approximately 12 new and/or replacement vests. The estimated cost of these vests is \$8832, our 50% cash match would be \$4416.

Department Recommendation:

Approval to proceed with the grant process.

Department Director:

Carol Martin

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

Yes

Amount Requested:

\$4416

Source of Funds:

Other Employee Benefits - Uniforms

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 BJA BVP Resolution FY18-19	Resolution

RESOLUTION PR-2017 - ____

**BUREAU OF JUSTICE ASSISTANCE
BULLETPROOF VEST PARTNERSHIP GRANT PROGRAM FY18-19**

WHEREAS, the Bureau of Justice Assistance (BJA) has announced the Bulletproof Vest Partnership Grant Program for the FY18-19 (October 2017 to September 2019); and

WHEREAS, the BJA has grant money for police agencies to buy bulletproof vests and the City of Gainesville is eligible to receive these funds; and

WHEREAS, the BJA will award a maximum of 50% of the cost of a bulletproof vest to replace expired vests or purchase new vests for new employees.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the City Manager to execute all documents on behalf of the City of Gainesville Police Department as related to the application of said 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: 6/22/2017
Presenter: Marcial Mosqueda
Item of Business: Resolution: FY2016 Sanitary Sewer Improvements Award of Contract
Meeting Date: 7/13/2017

Purpose of Request:

Award of construction contract to Strickland & Sons Pipeline, Inc.

History/Background:

On January 19, 2016, Gainesville City Council adopted resolution PR-2016-04 authorizing the Department of Water Resources (DWR) staff to proceed with in-house design services for the FY2016 Sanitary Sewer Improvements project. This resolution also authorized staff to obtain and evaluate bids from pre-qualified contractors to perform the work and acquire all necessary easements, permits and licenses.

Bids were received on June 15, 2017, with the lowest acceptable bid submitted by Strickland & Sons Pipeline, Inc., in the amount of \$1,389,975.94.

Facts & Issues for Consideration:

This project will replace and rehabilitate existing sanitary sewers that have reached the end of their service lives and/or have identified deficiencies. In all, the project includes nine (9) sanitary sewers, including 6", 8" 12" and 16" mains, at five separate locations.

Department Recommendation:

Authorize staff by resolution to award the construction contract to Strickland & Sons Pipeline, Inc., for the construction of the FY2016 Sanitary Sewer Improvements project.

Department Director:

Linda MacGregor

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

No

Amount Requested:

\$1,655,000.00

Source of Funds:

Department of Water Resources Capital Projects Fund

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ Award of Contract Resolution for FY16 Sanitary Sewer Improvements	Resolution
☐ CIP Summary for FY16 Sanitary Sewer Improvements	Backup Material
☐ Memo to Linda MacGregor to Recommend Award of Contract	Cover Memo
☐ Bid Tab for FY16 Sanitary Sewer Improvements	Backup Material

RESOLUTION PR-2017 - ____

**FY2016 SANITARY SEWER IMPROVEMENTS
AWARD OF CONTRACT**

WHEREAS, the City of Gainesville owns and operates a wastewater collection system that serves the City of Gainesville; and

WHEREAS, the Department of Water Resources (DWR) has identified deficiencies associated with existing sections of sanitary sewers during routine inspections and maintenance of the collection system; and

WHEREAS, the governing body in its regular meeting on January 19, 2016, adopted Resolution PR-2016-04 authorizing DWR staff to proceed with in-house surveying and design, apply for and obtain all necessary permits and licenses, obtain bids from pre-qualified contractors, and make recommendation of award to the governing body for the FY2016 Sanitary Sewer Improvements project; and

WHEREAS, bids from pre-qualified construction contractors were received for the FY2016 Sanitary Sewer Improvements project on June 15, 2017; and

WHEREAS, the lowest acceptable bid for construction of the FY2016 Sanitary Sewer Improvements project was submitted by Strickland & Sons Pipeline, Inc., in the amount of \$1,389,975.40; and

WHEREAS, DWR staff has reviewed and evaluated the bids and recommends the construction contract be awarded to Strickland & Sons Pipeline, Inc.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes award of the construction contract to Strickland & Sons Pipeline, Inc., in the above recommended amount.

BE IT FURTHER RESOLVED THAT the total authorized expenditure shall not exceed \$1,655,000.00, including contingency, legal fees, staff time and other project costs. The said expenditure shall be from the Department of Water Resources Capital Projects Fund and/or other funding sources as required.

BE IT FURTHER RESOLVED THAT the Mayor, City Manager and City Attorney are authorized to sign such documents that may be necessary to complete this project.

RESOLUTION PR-2017 - ____

**FY2016 SANITARY SEWER IMPROVEMENTS
AWARD OF CONTRACT**

Adopted this ____ day of _____, 2017.

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk

CAPITAL IMPROVEMENTS PROJECT SUMMARY REQUEST

PROJECT NAME: FY2016 Sanitary Sewer Improvements			
PROJECT NUMBER: 18422		PROJECT DEPARTMENT Water Resources	
RESOLUTION NUMBER:		LOCATION: 4440.00	
PROJECT MANAGER: MARCIAL MOSQUEDA			
CHECK ONE: NEW PROJECT: _____ ADDITIONAL FUNDING _____ X _____			

CODE	ACCOUNT NUMBER	AMOUNT REQUEST
SWB - CITY PROVIDED PROJECT MANAGEMENT		
1100	Salaries and Wages	511100.XXX to 511150.XXX \$100,000.00
1101	Overtime Earnings	511300.XXX to 511350.XXX
1110	Health and Life Insurance Premiums	512100.000
1140	Social Security and Medicare Expense	512200.000
1171	Retirement Contribution - Plan A	512400.001
	SUBTOTAL	\$100,000.00
PDD - PROJECT DEVELOPMENT & DESIGN		
8101	Project Development	541000.001
8102	Facility Design/Bidding Service	541000.002
8103	Geotechnical	541000.003
8104	Laboratory	541000.004
8105	Survey	541000.005
8106	Other	541000.011
8107	Legal Services	541000.006
	SUBTOTAL	\$0.00
LAND - LAND/EASEMENT ACQUISITION		
8201	Survey	541100.003
8202	Legal Services	541100.004 \$5,000.00
8203	Land Agent Services	541100.005 \$2,000.00
8204	Land Purchase	541100.001
8205	Easement Acquisition	541100.002 \$13,000.00
	SUBTOTAL	\$20,000.00
CON - CONSTRUCTION		
8301	Construction Admin. Services	541000.007
8302	Resident Inspection Services	541000.008
8303	Legal Services	541000.006 \$5,000.00
8304	Contracted Construction Cost	541000.009 \$1,528,972.94
8305	City-Furnished Materials	541000.010
8306	Other	541000.011 \$1,027.06
8308	Furnishings and Equipment (Taggable Assets)	531600.002
	SUBTOTAL	\$1,535,000.00
MEQ - MACHINERY AND EQUIPMENT		
2000	Equipment	542000.000
2200	Vehicles	542200.000
	SUBTOTAL	\$0.00
INT - INTANGIBLES		

5431	Master Plans & Studies	543000.001	
5432	Software	543000.002	
5433	Other	543000.003	
	SUBTOTAL		\$0.00
RMT - REPAIRS AND MAINTENANCE			
5201	Annual Maintenance Contracts	522200.001	
5202	General Repairs and Maintenance	522200.002	
5203	Equipment Repairs	522200.003	
5204	Vehicles	522200.004	
5205	Tires	522200.005	
5206	Streets	522200.006	
5207	Sidewalks	522200.007	
5208	Bridges	522200.008	
5209	Stormwater	522200.009	
	SUBTOTAL		\$0.00
	TOTAL		\$1,655,000.00



CITY OF GAINESVILLE
•
DEPARTMENT OF
WATER RESOURCES
•

757 Queen City Parkway, SW
Gainesville, Georgia 30501-4358
Telephone: 770.538.2466
Fax: 770.535.5634
Web Site: www.gainesville.org

memo

TO: Linda MacGregor, Department of Water Resources Director
Don Dye, Department of Water Resources Assistant Director
FROM: Marcial Mosqueda, Project Manager
SUBJECT: FY2016 Sanitary Sewer Improvements
DATE: June 15, 2016

Two bids were received from pre-qualified contractors for the referenced project on June 15th, 2017. The two bid amounts are as follows:

CONTRACTOR	TOTAL BID AMOUNT
Strickland & Sons Pipeline, Inc.	\$1,389,975.40
Site Engineering Inc.	\$1,761,140.80

A table is enclosed that tabulates all bids received on a cost-per-item basis and summarizes the final bid amounts. This tabulation verifies that **Strickland & Sons Pipeline, Inc.** is the acceptable low bidder for this project. Please note that our estimated construction cost for this project was \$1,421,021.60

We have reviewed the bid documents submitted by the acceptable low bidder, **Strickland & Sons Pipeline, Inc.** and find them to be in order. We therefore recommend that **Strickland & Sons Pipeline, Inc.** be awarded the construction contract for the FY2016 Sanitary Sewer Improvements project in the amount of \$1,389,975.40.

Strickland & Sons Pipeline, Inc. has confirmed that United States Fire Insurance Company will furnish payment and performance bonds for this project. United States Fire Insurance Company is listed in the current version of the U.S. Department of the Treasury Circular (NAIC #21113). They are shown as being licensed in the State of Georgia with an underwriting limitation that is greater than the bond amount. They also have a current A.M. Best Rating of "A" and a current Standard and Poor's Rating of "A-".

Please note that upon receipt of performance and payment bonds, we will request that **Strickland & Sons Pipeline, Inc.** provide us a verification of bond authenticity and a history of claims against the bonding company, if any.

Upon approval by the governing body of the City of Gainesville for authorization of award, I will notify the contractor and transmit the conformed documents for execution and attachment of bonds and insurance.

Please let me know if you have any questions.

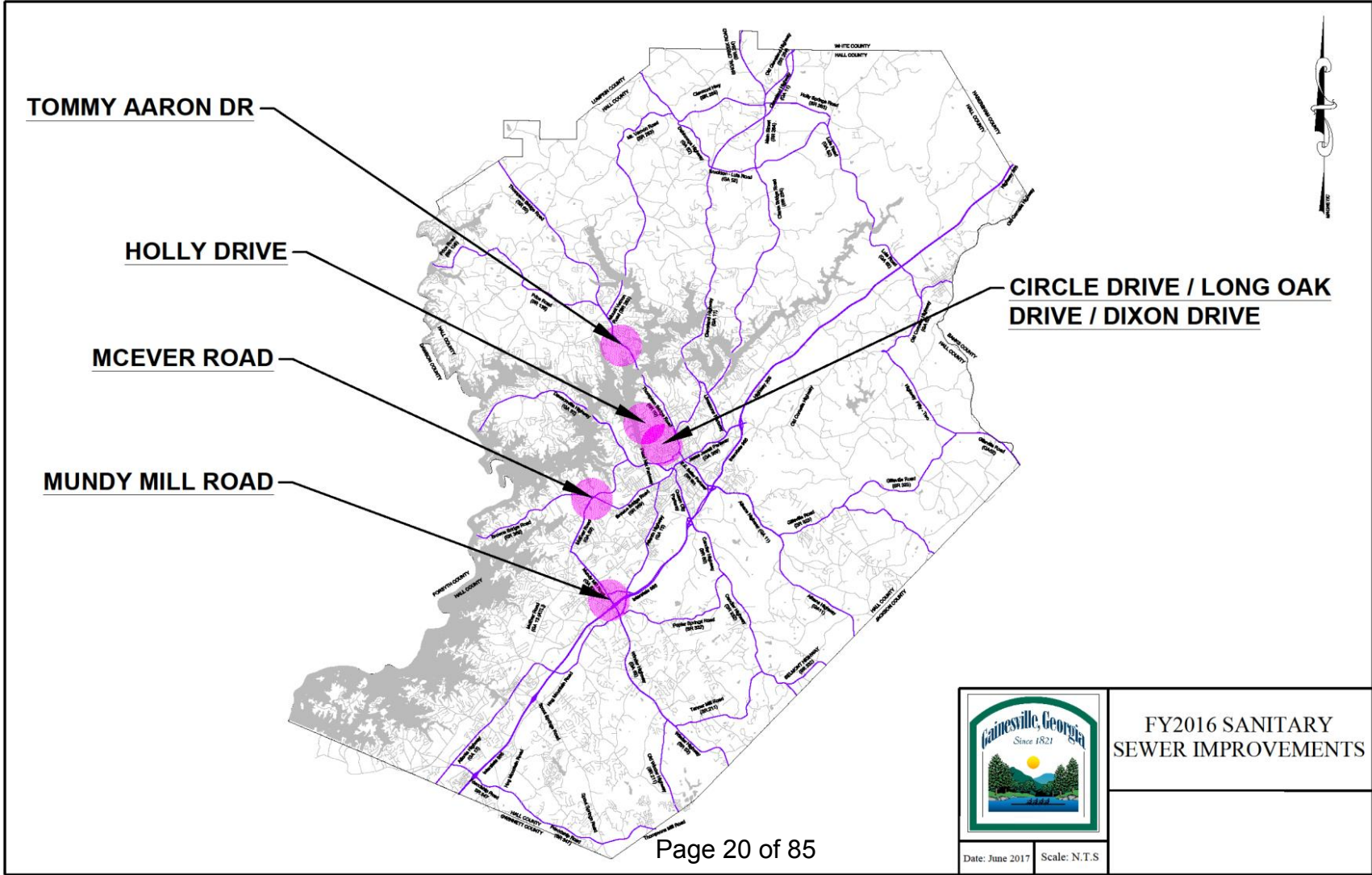
Attachment:

CC: Myron Bennett
Matt Henderson
Barclay Fouts

BID TABULATION SHEET FY 2016 Sanitary Sewer Extensions and Improvements Date: June 15, 2017									
				Engineers Estimate		Strickland and Sons Pipeline Inc.		Site Engineering Inc.	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM 1 - DUCTILE IRON PIPE SANITARY SEWER									
	a. 8 - Inch Force Main	L.F.	35	\$82.00	\$2,870.00	\$91.00	\$3,185.00	\$130.00	\$4,550.00
	b. 8 - Inch (0' to 8' Cut)	L.F.	20	\$100.00	\$2,000.00	\$109.00	\$2,180.00	\$135.00	\$2,700.00
	c. 8 - Inch Flange Joint Pipe	L.F.	46.6	\$196.00	\$9,133.60	\$184.00	\$8,574.40	\$203.00	\$9,459.80
	d. 16 - Inch (12' to 16' Cut)	L.F.	121	\$185.00	\$22,385.00	\$278.00	\$33,638.00	\$204.00	\$24,684.00
	e. 16 - Inch (16' to 20' Cut)	L.F.	81	\$200.00	\$16,200.00	\$280.00	\$22,680.00	\$224.00	\$18,144.00
	f. 16 - Inch (20' to 24' Cut)	L.F.	45	\$225.00	\$10,125.00	\$285.00	\$12,825.00	\$244.00	\$10,980.00
	g. 16 - Inch (24' to 28' Cut)	L.F.	57	\$245.00	\$13,965.00	\$287.00	\$16,359.00	\$304.00	\$17,328.00
	h. 16 - Inch Carrier Pipe	L.F.	225	\$140.00	\$31,500.00	\$145.00	\$32,625.00	\$160.00	\$36,000.00
ITEM 2 - PVC SANITARY SEWER									
	a. 8 - Inch (0' to 8' Cut)	L.F.	644	\$100.00	\$64,400.00	\$143.00	\$92,092.00	\$128.00	\$82,432.00
	b. 12 - Inch (0' to 8' Cut)	L.F.	44	\$135.00	\$5,940.00	\$151.00	\$6,644.00	\$147.00	\$6,468.00
	c. 12 - Inch (8' to 12' Cut)	L.F.	23	\$145.00	\$3,335.00	\$156.00	\$3,588.00	\$162.00	\$3,726.00
	d. 12 - Inch (12' to 16' Cut)	L.F.	14	\$140.00	\$1,960.00	\$161.00	\$2,254.00	\$172.00	\$2,408.00
	e. 16 - Inch (0' to 8' Cut)	L.F.	64	\$145.00	\$9,280.00	\$173.00	\$11,072.00	\$162.00	\$10,368.00
	f. 16 - Inch (8' to 12' Cut)	L.F.	86	\$160.00	\$13,760.00	\$178.00	\$15,308.00	\$182.00	\$15,652.00
	g. 16 - Inch (12' to 16' Cut)	L.F.	291	\$155.00	\$45,105.00	\$182.00	\$52,962.00	\$192.00	\$55,872.00
	h. 16 - Inch (16' to 20' Cut)	L.F.	440	\$175.00	\$77,000.00	\$216.00	\$95,040.00	\$202.00	\$88,880.00
	i. 16 - Inch (20' to 24' Cut)	L.F.	24	\$200.00	\$4,800.00	\$249.00	\$5,976.00	\$222.00	\$5,328.00
ITEM 3 - FITTINGS									
	a. 8 - Inch	TN.	0.10	\$7,500.00	\$750.00	\$7,500.00	\$750.00	\$7,500.00	\$750.00
ITEM 4 - PRECAST CONCRETE MANHOLE									
	a. 4 - Foot Diameter Base (4 - Foot Depth)	EA.	5	\$1,955.00	\$9,775.00	\$2,952.00	\$14,760.00	\$3,500.00	\$17,500.00
	b. 4 - Foot Diameter Base (Over Existing)	EA.	6	\$2,950.00	\$17,700.00	\$4,894.00	\$29,364.00	\$4,500.00	\$27,000.00
	c. 4 - Foot Diameter Riser	V.F.	40	\$165.00	\$6,600.00	\$181.00	\$7,240.00	\$250.00	\$10,000.00
	d. 5 - Foot Diameter FM Connection Base (4 - Foot Depth with Special Lining)	EA.	1	\$6,450.00	\$6,450.00	\$5,169.00	\$5,169.00	\$10,000.00	\$10,000.00
	e. 5 - Foot Diameter Base (4 - Foot Depth)	EA.	1	\$2,930.00	\$2,930.00	\$3,997.00	\$3,997.00	\$4,500.00	\$4,500.00
	f. 5 - Foot Diameter Base (Over Existing)	EA.	1	\$5,875.00	\$5,875.00	\$6,162.00	\$6,162.00	\$6,000.00	\$6,000.00
	g. 5 - Foot Diameter Base (4 - Foot Depth with Special Lining)	EA.	6	\$6,000.00	\$36,000.00	\$5,117.00	\$30,702.00	\$9,000.00	\$54,000.00
	h. 5 - Foot Diameter Riser	V.F.	90	\$200.00	\$18,000.00	\$230.00	\$20,700.00	\$350.00	\$31,500.00
	i. 5 - Foot Diameter Riser (With Special Lining)	V.F.	75	\$550.00	\$41,250.00	\$488.00	\$36,600.00	\$800.00	\$60,000.00
	j. 5 - Foot Diameter Base (4 - Foot Depth with Spectra Shield Lining)	EA.	2	\$7,275.00	\$14,550.00	\$7,114.00	\$14,228.00	\$10,000.00	\$20,000.00
	k. 5 - Foot Diameter Riser (With Spectra Shield Lining)	V.F.	27	\$590.00	\$15,930.00	\$488.00	\$13,176.00	\$900.00	\$24,300.00
ITEM 5 - CONNECT TO EXISTING MANHOLE / SEWER									
	a. 8 - Inch Outside Drop	V.F.	8	\$435.00	\$3,480.00	\$774.00	\$6,192.00	\$500.00	\$4,000.00
	b. 8 - Inch New Sewer To EX. MH	EA.	4	\$2,350.00	\$9,400.00	\$2,550.00	\$10,200.00	\$5,000.00	\$20,000.00
	c. 12 - Inch New Sewer To EX. MH	EA.	1.0	\$2,390.00	\$2,390.00	\$2,850.00	\$2,850.00	\$6,000.00	\$6,000.00
	d. 16 - Inch EX. Sewer To New MH	EA.	1	\$3,360.00	\$3,360.00	\$3,700.00	\$3,700.00	\$7,000.00	\$7,000.00
	e. 16 - Inch New Sewer To EX. MH	EA.	1	\$2,855.00	\$2,855.00	\$3,300.00	\$3,300.00	\$7,000.00	\$7,000.00
	f. 6 - Inch Lateral	EA.	3	\$2,635.00	\$7,905.00	\$2,588.00	\$7,764.00	\$3,000.00	\$9,000.00
ITEM 6 - ABANDON EXISTING FACILITIES									
	a. Abandon/Fill Existing Manhole	EA.	6	\$865.00	\$5,190.00	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00
	b. Fill Sanitary Sewer with Grout	C.Y.	120	\$200.00	\$24,000.00	\$250.00	\$30,000.00	\$450.00	\$54,000.00
	c. 8 - Inch Pipe Rehab Invert	L.F.	1196	\$55.00	\$65,780.00	\$36.00	\$43,056.00	\$90.00	\$107,640.00
	d. 16 - Inch Pipe Rehab Invert	L.F.	446	\$77.00	\$34,342.00	\$72.00	\$32,112.00	\$110.00	\$49,060.00
	e. 16 - Inch Plug	EA.	1	\$665.00	\$665.00	\$890.00	\$890.00	\$2,000.00	\$2,000.00
	f. 8 - Inch Plug	EA.	1	\$520.00	\$520.00	\$650.00	\$650.00	\$1,000.00	\$1,000.00
	g. 8 - Inch Inside Drop	EA.	1	\$2,895.00	\$2,895.00	\$3,566.00	\$3,566.00	\$3,000.00	\$3,000.00
ITEM 7 - BORING									
	a. 8 - Inch Free Bore	L.F.	20	\$67.00	\$1,340.00	\$100.00	\$2,000.00	\$80.00	\$1,600.00
	b. 24 - Inch Steel Casing (Laser Guided Boring Method)	L.F.	225	\$725.00	\$163,125.00	\$860.00	\$193,500.00	\$900.00	\$202,500.00
ITEM 8 - CURED-IN-PLACE-PIPE (CIPP) REHABILITATION									
	a. 6 - Inch Gravity Sewer Line	L.F.	623	\$90.00	\$56,070.00	\$93.00	\$57,939.00	\$160.00	\$99,680.00
	b. 8 - Inch Gravity Sewer Line	L.F.	2714	\$120.00	\$325,680.00	\$68.00	\$184,552.00	\$100.00	\$271,400.00
	c. 16 - Inch Gravity Sewer Line	L.F.	446	\$181.00	\$80,726.00	\$151.00	\$67,346.00	\$180.00	\$80,280.00
ITEM 9 - CONCRETE STRUCTURES									
	a. 8 - Inch Pipe Concrete Encasement	L.F.	40	\$50.00	\$2,000.00	\$110.00	\$4,400.00	\$30.00	\$1,200.00
	d. 8 - Inch Pipe Pier	EA.	2	\$4,800.00	\$9,600.00	\$8,917.00	\$17,834.00	\$7,000.00	\$14,000.00
	c. 8 - Inch Pipe Saddle	EA.	2	\$912.00	\$1,824.00	\$1,773.00	\$3,546.00	\$1,000.00	\$2,000.00
	d. 16 - Inch Anti Seep Collar	EA.	1	\$1,850.00	\$1,850.00	\$3,612.00	\$3,612.00	\$2,000.00	\$2,000.00
	e. 16 - Inch Pipe Concrete Encasement	L.F.	40	\$100.00	\$4,000.00	\$223.00	\$8,920.00	\$80.00	\$3,200.00
ITEM 10 - GATES AND ACCESS ROAD									
	a. Type "A" Access Road	L.F.	200	\$40.00	\$8,000.00	\$34.00	\$6,800.00	\$90.00	\$18,000.00
	b. Gate	EA.	1	\$800.00	\$800.00	\$950.00	\$950.00	\$2,000.00	\$2,000.00
ITEM 11 - REMOVING AND REPLACING PAVEMENT									
	a. Type I	L.F.	40	\$64.00	\$2,560.00	\$69.00	\$2,760.00	\$80.00	\$3,200.00
	b. Type II	L.F.	40	\$83.00	\$3,320.00	\$67.00	\$2,680.00	\$90.00	\$3,600.00
	c. Type III	L.F.	40	\$44.00	\$1,760.00	\$48.00	\$1,920.00	\$80.00	\$3,200.00
	d. Type IV	S.Y.	60	\$70.00	\$4,200.00	\$72.00	\$4,320.00	\$90.00	\$5,400.00
	e. 2 - Inch Resurfacing	S.Y.	40	\$18.00	\$720.00	\$25.00	\$1,000.00	\$100.00	\$4,000.00
	f. Concrete Curb and Gutter	L.F.	50	\$28.00	\$1,400.00	\$35.00	\$1,750.00	\$80.00	\$4,000.00
	g. Graded Aggregate	TN.	20	\$26.00	\$520.00	\$30.00	\$600.00	\$60.00	\$1,200.00
ITEM 12 - ROCK EXCAVATION									
	a. Base Cost	C.Y.	250	\$50.00	\$12,500.00	\$50.00	\$12,500.00	\$50.00	\$12,500.00
ITEM 13 - EROSION AND SEDIMENTATION CONTROL									
	a. Type NS Sediment Barrier	L.F.	1,500	\$2.00	\$3,000.00	\$2.75	\$4,125.00	\$2.00	\$3,000.00
	b. Type S Sediment Barrier	L.F.	1,000	\$2.75	\$2,750.00	\$4.00	\$4,000.00	\$3.00	\$3,000.00
	c. Silt Rock Bags	EA.	10	\$22.00	\$220.00	\$25.00	\$250.00	\$10.00	\$100.00
	d. Rip Rap	TN.	100	\$38.00	\$3,800.00	\$42.00	\$4,200.00	\$70.00	\$7,000.00
	e. Grassing	L.F.	1,640	\$1.00	\$1,640.00	\$1.00	\$1,640.00	\$1.00	\$1,640.00
	f. Hay Bale Check Dams (3 Bales)	EA.	30	\$45.00	\$1,350.00	\$65.00	\$1,950.00	\$50.00	\$1,500.00
	g. Slope Matting	S.Y.	800	\$2.00	\$1,600.00	\$1.50	\$1,200.00	\$3.00	\$2,400.00
	h. Geotextile Filter Fabric	S.Y.	50	\$2.00	\$100.00	\$2.00	\$100.00	\$3.00	\$150.00
	i. Surge Stone	TN.	10	\$26.00	\$260.00	\$29.00	\$290.00	\$40.00	\$400.00
	j. #57 Stone	TN.	40	\$24.00	\$960.00	\$29.00	\$1,160.00	\$30.00	\$1,200.00
	k. #4 Stone	TN.	10	\$26.00	\$260.00	\$29.00	\$290.00	\$40.00	\$400.00
	l. Construction Exit	EA.	7	\$1,100.00	\$7,700.00	\$800.00	\$5,600.00	\$1,200.00	\$8,400.00
	m. Inlet Sediment Trap	EA.	5	\$175.00	\$875.00	\$150.00	\$750.00	\$250.00	\$1,250.00
	n. Stone Check Dams	EA.	10	\$215.00	\$2,150.00	\$250.00	\$2,500.00	\$400.00	\$4,000.00
	o. Sodding	S.Y.	100	\$9.00	\$900.00	\$10.00	\$1,000.00	\$15.00	\$1,500.00
	p. Jute Ditch Matting	S.Y.	300	\$4.00	\$1,200.00	\$4.50	\$1,350.00	\$10.00	\$3,000.00
ITEM 14 - TESTING OF SANITARY SEWER									
	a. Gravity Sewer	L.F.	2011	\$1.00	\$2,011.00	\$1.00	\$2,011.00	\$1.00	\$2,011.00
	b. Manhole Vacuum Test	EA.	20	\$225.00	\$4,500.00	\$350.00	\$7,000.00	\$600.00	\$12,000.00
ITEM 15 - CASH ALLOWANCES									
	a. Soils and Concrete Testing	EA.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	b. Construction Survey	EA.	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
	c. Blast Monitoring	EA.	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
	d. NPDES Monitoring	EA.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
ITEM 16 - TRENCH STABILIZATION									
	a. Beyond Bedding	C.Y.	200	\$40.00	\$8,000.00	\$40.00	\$8,000.00	\$40.00	\$8,000.00
ITEM 17 - REMOVAL OF UNSUITABLE MATERIAL AND REPLACEMENT									
	a. Crushed Stone	C.Y.	100	\$50.00	\$5,000.00	\$38.00	\$3,800.00	\$80.00	\$8,000.00
	b. Earth Material	C.Y.	100	\$34.00	\$3,400.00	\$20.00	\$2,000.00	\$60.00	\$6,000.00
ITEM 18 - (ALTERNATE) T-SERIES PRECAST CONCRETE MANHOLE IN LIEU OF 5-FOOT DIAMETER BASE									
	a. T-Series Base (3 - Foot Depth)	EA.	5		\$0.00	(\$1,460.00)	(\$7,300.00)	\$0.00	\$0.00
BID TOTAL				\$1,421,021.60		\$1,389,975.40		\$1,761,140.80	



FY 2016 SANITARY SEWER IMPROVEMENTS



CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/2/2017

Presenter: Terry Palmer

Item of Business: Resolution: Transfer of a Portion of the Airport Industrial Park (AIP) Lot A5 and Sale of Property at 1080 Airport Parkway and to Rescind Resolution BR-2017-08

Meeting Date: 7/13/2017

Purpose of Request:

Resolution to approve the transfer of a portion of the AIP Lot 5A from Foamco Capital to Marel.

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 Marel. Previously in Resolution BR-2017-08, the City Council approved the Irvin's request to sale 1080 Airport Parkway to LCL Holdings Co., however, LCL Holdings chose not to purchase the building.

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 \$3600.00 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 Marel.

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
☐ Transfer of AIP A-5A Ground Lease Marel	Resolution
☐ AIP Lot A-5A Lease Document	Contract/Agreement/MOU
☐ Lease Agreement Exhibits A, B, and C	Attachments/Exhibits
☐ Resolution BR-2017-08	Backup Material

RESOLUTION BR-2017 - ____

Transfer of a Portion of the Airport Industrial Park A-5 Ground Lease and Sale of Property at 1080 Airport Parkway and to Rescind Resolution BR-2017-08

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 governing body in its regular meeting of February 21, 2017 in Resolution BR-2017-08 approved the sale of the building known as 1080 Airport Parkway owned by the Sub-lessee to LCL Holdings Co., however, LCL Holdings chose not to purchase the building; 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 Marel; and

WHEREAS, Marel 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 August 1, 2017 and expiring on July 31, 2037, with the option of one additional 10 year extension; 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 Marel.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby rescinds resolution BR-2017-08.

BE IT FURTHER RESOLVED THAT governing body for the City of Gainesville authorizes entering into a ground lease agreement, and the approval of the purchase of the building at 1080 Airport Parkway by Marel.

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 Marel.

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 MAREL, hereinafter referred to as "Lessee"

W I T N E S S E T H:

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

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

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

SECTION 1

TERM

The term of this lease shall be for a twenty (20) year period commencing on August 1, 2017, and expiring on July 31, 2037, unless sooner terminated in accordance with the provisions hereof. Lessee shall have the right to renew and extend the lease term for one (1) additional period of ten (10) years upon the same terms and conditions as are contained herein. Said right to renew and extend may be exercised upon no less than ninety (90) days written notice by the Lessee to the Lessor prior to the expiration of the original term hereof provided that the Lessee is not, at the time of such exercise, in default of its performance under this agreement.

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 August 1, 2018 and on August 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 (60 feet in height after a period of two years and placed close enough together to touch.

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

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

Yard rear shall mean open, unoccupied space on the same lot with a principal building, extending the full width of the lot, and situated between the 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, sky-lights, tanks, cooling or other towers, flagpoles, gravity flow storage and/or mixing towers or similar structures may exceed this height with written approval of the Lessor, and in conformity with Federal Aviation Administration regulations as specified herein.

Any building or other structures other than a free standing sign, erected on the property shall be fireproof, constructed of masonry or other strong material, and conform to 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.

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 attorney 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 sub lessees 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, sub lessees 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 sub lessees, 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 un-accrued 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 un-accrued 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 personal property 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:

MAREL
Mr. Eric Deese
P.O. Box 1258
Gainesville, Ga. 30503

- 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 sub lessees or tenants occupies the Leased Premises or any part thereof.

SECTION 24

INVALID PROVISIONS

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

SECTION 25

MISCELLANEOUS PROVISIONS

Remedies to be Nonexclusive.

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

Non-Waiver of Rights.

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

Force Majeure.

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

Non-liability of Individuals.

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

Quiet Enjoyment

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

Estate for Years.

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

General Provisions

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

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

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

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

- 25.11 All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.
- 25.12 The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 25.13 In conducting its business hereunder, Lessee acts as an independent contractor and not as agent of the City. The selection, retention, assignment, direction and payment of Lessee's employees shall be the sole responsibility of Lessee and shall not attempt to exercise any control over the daily performance of duties by Lessee's employees.
- 25.14 Time is of the essence of this agreement.

SECTION 26
SUBORDINATION CLAUSES

- 26.1 This Agreement is subject and subordinate to the following:
- 26.1.1 City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.
- 26.1.2 City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- 26.1.3 This Agreement is and shall be subordinate to the provisions of existing and future agreements between City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.
- 26.1.4 During the time of war or national emergency, City shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of

this Agreement. Abatement of rentals shall be determined by the City in proportion to the degree of interference with Lessee's use of the Leased Premises.

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

SECTION 27

ENTIRE AGREEMENT

- 27.1 The Agreement contains the entire agreement and Exhibit "A" (Leased Premises), Exhibit "B" (Insurance), and Exhibit "C" (Airport Industrial Park Restrictions & Covenants), and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, and no custom or practice of the parties by Lessee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.
- 27.2 It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the City and the Lessee. The parties agree that no representations or warranties shall be binding upon the City or the Lessee unless expressed in writing in this Agreement of Lease.

SECTION 28

ASSIGNMENT AND SUBLEASE

- 28.1 Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.
- 28.2 Any assignment or transfer of this Agreement, or any rights of Lessee hereunder, without the consent of the City, shall entitle the City at its option to forthwith cancel this Agreement.
- 28.3 Any assignment of this Agreement approved and ratified by the City shall be on the condition that the assignee accepts and agrees to all of the terms, conditions and provisions of this Agreement, and

agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including but not limited to the payment of all sums due and to become due by Lessee under the terms hereof.

- 28.4 No consent by the City to subleasing by Lessee of portions of the Leased Premises shall in any way relieve Lessee of any of its obligations to the City set forth or arising from this lease and a termination of Lessee's rights hereunder shall terminate all subleases.
- 28.5 No consent to subleasing by the Lessee to a person, corporation or partnership conducting any business for profit derived from activities at the Airport shall be granted by the City without a duly executed permit agreement between the City and the sub lessee.
- 28.6 If the Lessee assigns, sells, conveys, transfers, mortgages, or pledges this Agreement or sublets any portion of the Leased Premises in violation of the foregoing provisions of this Section, or has failed to pay any rental due to City, City may collect from any assignee, tenant, sub lessee or anyone who claims a right to this Agreement or who occupies the Leased Premises, any charges or fees payable by it and may apply the net amount collected to the rents herein reserved; and no such collection shall be deemed a waiver by City of the agreements contained in this Section nor of acceptance by City of any assignee, tenant, claimant or occupant, nor as a release of the Lessee by City from the further performance by the Lessee of the agreements contained herein.

SECTION 29

NON-DISCRIMINATION

- 29.1 The Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- 29.2 The Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- 29.3 In this connection, the City reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by City to cease and desist, will constitute a material breach of this Agreement and will entitle the City, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.
- 29.4 The Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the City, a right to take such action as the United States may direct to enforce such covenant.
- 29.5 The Lessee shall indemnify and hold harmless City from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse City for any loss or expense incurred by reason of such noncompliance.

SECTION 30

RIGHTS OF ENTRY RESERVED

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

- 30.2** Without limiting the generality of the foregoing, the City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of the City, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the City shall not impose or be construed to impose upon the City any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.
- 30.3** In the event that any personal property of Lessee shall obstruct the access of the City, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from City or said utility company to do so, the City or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result therefrom, except for claims for damages arising from the City's sole negligence.
- 30.4** At any reasonable time, and from time to time during the ordinary business hours, the City, by its officers, agents and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.
- 30.5** Exercise of any or all of the foregoing rights, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

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

Signed, sealed and delivered

APPROVED AS TO FORM:

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

CITY OF GAINESVILLE

By: _____
C. Danny Dunagan, Jr.
Mayor

Attest: _____
Denise O. Jordan, City Clerk

(CITY SEAL)

MAREL

By: _____
Title: _____

Attest: _____
Title: _____

(AFFIX CORPORATE SEAL)

EXHIBIT "B"

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 deprecate 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.

RESOLUTION BR-2017-08

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

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

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

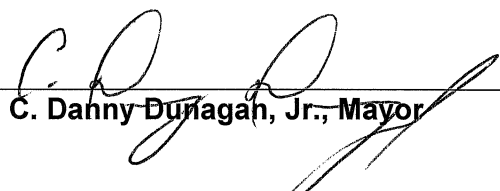
WHEREAS, LCL Holdings, Co, has requested an extension of the ground lease of the portion of AIP lot A-5 associated with this request to be known as AIP Lot A-5A for a total term of 20 years commencing on March 1, 2017 and expiring on February 28, 2037; and

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

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

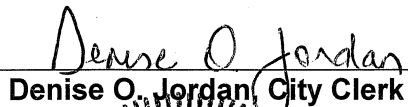
BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager, and City Attorney to sign such documents as necessary to enter into a ground lease agreement for AIP Lot A-5A and approve the purchase of the building at 1080 Airport Parkway by LCL Holdings,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

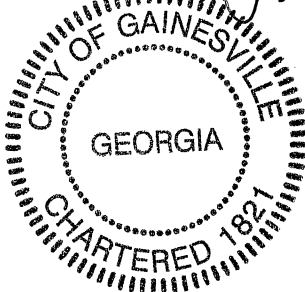
Adopted this 21st day of February, 2017.


C. Dahny 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: 7/3/2017

Presenter: Matt Tate

Item of Business: **Public Hearing Item for the July 18, 2017 Council Meeting**
Request from the **City of Gainesville** to rezone a 53.177± acres tract located on the northeast and northwest side of the intersection of Jesse Jewell Parkway and Community Way (a/k/a **1514, 1515, 1545, 1560 and 1581 Community Way, NE**) from Residential-II (R-II) to Office and Institutional (O-I). **Ward Number: Three.** Tax Parcel Number(s): 01-082-004-002, 003, 004 and 007. **Request: Existing uses and future office.**

Meeting Date: 7/13/2017

Purpose of Request:

The City of Gainesville is proposing to rezone the subject property from Residential-II (R-II) to Office and Institutional (O-I). The property is located on the north side of Jesse Jewell Parkway and includes the Frances Meadows Aquatic Center, Gainesville Middle School, City of Gainesville property and all of Community Way right-of-way. The purpose of the request is to bring all of the properties into a consistent zoning classification to better fit the existing uses and for future professional office purposes.

History/Background:

Facts & Issues for Consideration:

Department Recommendation:

Planning staff recommended approval of the request.

PAB recommended approval of the request.

See the PAB Recommendation Report for details and excerpts from the PAB meeting minutes.

SAMPLE MOTIONS

Approve Rezoning

I move to approve first reading of an ordinance to rezone the subject property from Residential-II to Office and Institutional.

Deny Rezoning

I move to deny the request.

Department Director:

Rusty Ligon

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
	Legal Ad	Legal Ad
	PAB Recommendation Report	Report
	Proposed Rezoning Ordinance	Ordinance
	Location Maps	Backup Material
	Narrative	Backup Material
	Plat	Backup Material

LEGAL AD
Gainesville City Council

Publish Sunday, July 2, 2017
THE TIMES

**NOTICE OF PUBLIC HEARING ON PROPOSED
AMENDMENTS TO THE GAINESVILLE ZONING MAP**

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, July 18, 2017 at 5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following request:

- 1) Request from the **City of Gainesville** to rezone a 53.177± acres tract located on the northeast and northwest side of the intersection of Jesse Jewell Parkway and Community Way (a/k/a **1514, 1515, 1545, 1560 and 1581 Community Way, NE**) from Residential-II (R-II) to Office and Institutional (O-I).
Ward Number: Three
Tax Parcel Number(s): 01-082-004-002, 003, 004 and 007
Request: Existing uses and future office

Additional information is available from the Community Development Department, Planning Division, by calling 770-531-6570.

NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating \$250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA § 36-67A-3 3 {c})

**GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION**

Applicant City of Gainesville

Property Owners City of Gainesville, Gainesville
Redevelopment Authority, City of
Gainesville School District

Location 1514, 1515, 1545, 1560 and 1581
Community Way

Request Rezone from R-II to O-I

Size 53.177± acres

Ward Three

Proposed Use Existing uses and future professional
office

Planning Division Staff Recommendation **Approval**

Planning and Appeals Board Recommendation **Approval**

Date June 13, 2017

▪ **Applicant's Proposal and Background Information**

The applicant is proposing to rezone the subject property from Residential-II (R-II) to Office and Institutional (O-I). The property is located on the north side of the intersection of Jesse Jewell Parkway and Community Way and includes five parcels and all of Community Way right-of-way. The existing uses include the Frances Meadows Aquatic Center, Gainesville Middle School, athletic fields, a detention pond and a 2.0± acres undeveloped parcel. The property is located within the Limestone Corridor Overlay Zone and has access to Community Way and Lakeview Drive.

The purpose of the request is to bring all of the properties into a consistent zoning classification to better fit the existing uses. As well, a future professional office use is anticipated for an existing 2.0± acres undeveloped tract located within the subject property which is located on the west side of Community Way and adjacent to the Frances Meadows Aquatic Center parking lot.

▪ **Adjacent Land Use and Zoning**

Location	Use	Zoning
North	Single-family homes	Residential-I (R-I) -City
South	Professional Office Vacant land, Orthodontist Office under construction	Planned Unit Development (P-U-D) -City Residential-II (R-II) and Planned Office Development (P-O-D) -County
East	Undeveloped land Single-family homes	Residential-II (R-II) -City Residential-II (R-II) -County
West	Professional Office and Multi-family apartments under construction	Residential-II (R-II) and Office and Institutional (O-I) -City

▪ **Other Departmental Comments**

There were no other departmental comments regarding this request.

▪ **Zoning History**

The following zoning actions have taken place in the immediate area during the last ten years:

2017 – A request by Hanh My Thi Doan for a Special Use within Office and Institutional (O-I) zoning located at 502 South Enota Drive was denied for a nail salon.

2012 – A request by Pacolet Milliken Enterprises, Inc. to annex a 68.223± acres tract located at 601 White Sulphur Road was approved with conditional Planned Unit Development (P-U-D) zoning for a mixed-use development.

2008 – A request by JHME Properties, LLC to rezone 10.0± acres located at 1465 Jesse Jewell Parkway from Residential-II (R-II) to Office and Institutional (O-I) was approved with conditions for medical and general office uses.

2007 – A request by Northeast Georgia Medical Center/Health System, Inc. to annex 4.218± acres with Planned Unit Development (P-U-D) zoning and to rezone 4.218± acres from Residential-II (R-II) & General Business (G-B) to Planned Unit Development (P-U-D) located at 0, 1295, 1317, 1319, 1321 & 1405 Jesse Jewell Parkway and 1284 & 1285 Sims Street was approved with conditions for medical uses.

2007 – A request by Bow-Mil Properties, LLP to rezone 2.0± acres located at 2306 Limestone Parkway from Office and Institutional (O-I) to Neighborhood Business (N-B) was approved with conditions for a pharmacy, professional and medical uses.

2007 – A request by Steven P. Gilliam for a Special Use within Office and Institutional (O-I) zoning located at 2278 Limestone Parkway was approved with conditions for a 55-bed assisted living facility.

2007 – A request by Rochester & Associates, Inc. to rezone 5.146± acres located at 1975 Beverly Road and 2315 Limestone Parkway from Residential-I (R-I) and Residential-I-A (R-I-A) to Office and Institutional (O-I) was approved with conditions for medical and professional offices.

▪ **Staff Analysis**

(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

It appears the proposed rezoning request is suitable in view of the zoning and development of adjacent and nearby properties. The subject property is surrounded by a mixture of land uses and zoning districts which include various professional and medical offices, single-family homes, undeveloped land and multi-family apartments which are under construction. These properties are zoned Residential-I (R-I), Residential-II (R-II), Office and Institutional (O-I) and Planned Unit Development (P-U-D). Other uses in the area include the New Holland Elementary School and a multi-tenant office building under construction that will be partially occupied by the Georgia Department of Transportation. Property located directly to the south and east is located within unincorporated Hall County and includes single-family homes, undeveloped land, Milliken Industrial property and the Sosebee & Britt orthodontist office under construction.

(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

The use of the subject property will not change other than the addition of a professional office use in the future. The proposed zoning of Office and Institutional (O-I) is a more appropriate zoning given the existing and expected uses. The proposed zoning should have minimal impacts on the usability of adjacent and nearby property given that existing infrastructure is sufficient.

(3) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

It is staff's opinion that the proposed development is consistent with the Comprehensive Plan. The Future Development Map for the City of Gainesville places the subject property within the *Public / Institutional / Transportation, Communication, Utilities* land use category which includes areas containing or planned for institutional uses including governmental, educational, and medical facilities, houses of worship, and similar institutional facilities; or major transportation, utilities or communication facilities.

According to the Character Area map for the City of Gainesville, the subject property is located within the *Limestone Medical Corridor* Character Area. The Limestone Parkway corridor is envisioned as an employment corridor and is not anticipated to expand Gainesville's traditional neighborhood fabric. Land uses allowed within this area include public / institutional, low-density residential, medium-density residential, multi-family residential, mixed-use, commercial, and parks / recreation / conservation.

(4) Are there substantial reasons why the property cannot or should not be used as currently zoned?

The current zoning of the property is Residential-II (R-II) which allows for numerous residential uses including single-family, duplex, townhomes, condominiums and apartments. The proposed zoning of Office and Institutional (O-I) is more appropriate zoning district to support the existing public, institutional and future office use of the subject property.

(5) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

The subject property currently utilizes various City services; including police and fire protection and utilities. Gainesville Fire Station #1 is located off of Queen City Parkway and is approximately 2.1 miles from the subject property. Hall County Fire Station #7 is located off of East Crescent Drive and is approximately 1.2 miles from the subject property. The existing Gainesville Middle School and Frances Meadows Aquatic Center will continue to utilize the existing signalized intersection of Community Way and Jesse Jewell Parkway, as well as the secondary access from Lakeview Drive and the neighboring office development to the west.

(6) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties?

The proposed rezoning request appears to be consistent with the Comprehensive Plan and the surrounding mixture of residential and non-residential land uses. Significant growth has occurred along Jesse Jewell Parkway due to the emerging Northeast Georgia Medical Center. Much of this growth is in the form of supportive medical uses and services, professional offices, commercial/retail, public uses and multi-family residential.

(7) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

The proposed rezoning request appears to promote a reasonable balance between the interests of the City, the property owner, and neighboring residents and property owners.

▪ **Staff Recommendation**

The Planning Division staff is recommending **approval** of this rezoning request with **O-I zoning**, based on the Comprehensive Plan and the surrounding residential and non-residential land uses.

Excerpts from the June 13, 2017 PAB Meeting Minutes

Staff Presentation: Community Development Director Rusty Ligon gave the following staff presentation:

The applicant is proposing to rezone the subject 53.177± acres property from Residential-II (R-II) to Office and Institutional (O-I). The property is located on the north side of the intersection of Jesse Jewell Parkway and Community Way and includes five parcels and all of Community Way right-of-way. The property is located within the Limestone Corridor Overlay Zone and has access to Community Way and Lakeview Drive. The existing uses include the Frances Meadows Aquatic Center, Gainesville Middle School, athletic fields, a detention pond and a 2.0± acres undeveloped grassed lot. The purpose of the request is to bring all of the properties into a consistent zoning classification to better fit the existing uses. As well, a future professional office use is anticipated for an existing 2.0± acres undeveloped grassed lot located on the west side of Community Way and adjacent to the Frances Meadows Aquatic Center parking lot.

The Future Development Map for the City of Gainesville places the subject property within the *Public / Institutional / Transportation, Communication, Utilities* land use category and within the *Limestone Medical Corridor* Character Area which support the proposed rezoning request.

The Planning Division staff is recommending approval of this rezoning request with O-I zoning, based on the Comprehensive Plan and the surrounding residential and non-residential land uses.

FAVOR: None

OPPOSE: None

Planning and Appeals Board Comments: None

There was a motion to recommend approval of the request to rezone the subject property from Residential-II (R-II) to Office and Institutional (O-I).

Motion made by Board Member White

Motion seconded by Board Member Martin

Vote – 6 favor, 1 absent (Thompson)

First Reading: _____
Passed: _____

AN ORDINANCE

No. 2017-

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA, BY CHANGING THE ZONING ON A 53.177± ACRES TRACT LOCATED ON THE NORTHEAST AND NORTHWEST SIDE OF THE INTERSECTION OF JESSE JEWELL PARKWAY AND COMMUNITY WAY (A/K/A 1514, 1515, 1545, 1560 AND 1581 COMMUNITY WAY, NE) FROM RESIDENTIAL-II (R-II) TO OFFICE AND INSTITUTIONAL (O-I); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to Zoning Map)

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

SECTION I.

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **Office and Institutional (O-I)**.

Legal Description

All that tract or parcel of land lying and being in Land Lot 133 and 137 of the 9th Land District of Hall County, Georgia, consisting of 53.177 acres, more or less, and being more particularly described as follows:

The true of point of beginning can be found at an iron pin set located at the common corner of Land Lots 132, 133, 137 and 138; thence North 59 degrees 49 minutes 00 seconds East a distance of 1054.60 feet to an iron pin set; thence South 41 degrees 25 minutes 13 seconds East a distance of 882.61 feet to an iron pin found; thence South 69 degrees 43 minutes 26 seconds East a distance of 90.43 feet to an iron pin found along the west side of the right-of-way of Lakeview Drive; thence South 27 degrees 36 minutes 19 seconds West a distance of 177.35 feet; thence South 05 degrees 31 minutes 10 seconds West a distance of 63.92 feet; thence South 14 degrees 01 minutes 08 seconds East a distance of 46.49 feet; thence North 56 degrees 22 minutes 35 seconds East a distance of 9.25 feet along the west side of the merging right-of-ways of Lakeview Drive and Quarry Street; thence South 33 degrees 33 minutes 06 seconds East a distance of 103.02 feet along the west side of the right-of-way of Quarry Street; thence leaving the right of way of Quarry Street South 55 degrees 54 minutes 28 seconds West a distance of 147.12 feet; thence South 33 degrees 33 minutes 07 seconds East a distance of 99.07 feet; thence South 33 degrees 20 minutes 39 seconds East a distance of 99.32 feet; thence South 33 degrees 34 minutes 53 seconds East a distance of 199.02 feet; thence South 33 degrees 38 minutes 35 seconds East a distance of 197.38 feet; thence South 51 degrees 17 minutes 46 seconds West a distance of 120.61 feet; thence South 67 degrees 38 minutes 02 seconds West a distance of 30.59 feet along the northern terminus of the right-of-way of Liberty Street; thence leaving the right-of-way of Liberty Street South 56 degrees 22

ORDINANCE NO. 2017-__

minutes 43 seconds West a distance of 176.54 feet; thence South 33 degrees 40 minutes 17 seconds East a distance of 238.52 feet; thence South 33 degrees 21 minutes 15 seconds east a distance of 139.25 feet along the north side of the right-of-way of Jesse Jewell Parkway; thence South 84 degrees 19 minutes 17 seconds west a distance of 61.56 feet; thence North 05 degrees 40 minutes 43 seconds West a distance of 25.00 feet; thence South 84 degrees 19 minutes 17 seconds West a distance of 25.00 feet; thence South 05 degrees 40 minutes 43 seconds East a distance of 25.00 feet; thence South 84 degrees 19 minutes 17 seconds West a distance of 450.00 feet to an iron pin set; thence leaving the right-of-way of Jesse Jewell Parkway North 32 degrees 40 minutes 34 seconds West a distance of 421.09 feet to an iron pin set; thence North 46 degrees 05 minutes 00 seconds West a distance of 791.75 feet to an iron pin set; thence North 25 degrees 31 minutes 01 seconds West a distance of 1,045.11 feet to the TRUE POINT OF BEGINNING.

SECTION II.

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

SECTION III.

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

SECTION IV.

This Ordinance is enacted as an amendment to the Code of the City of Gainesville, Georgia, and is to be codified as a part of Section 9-1-1-5.

SECTION V.

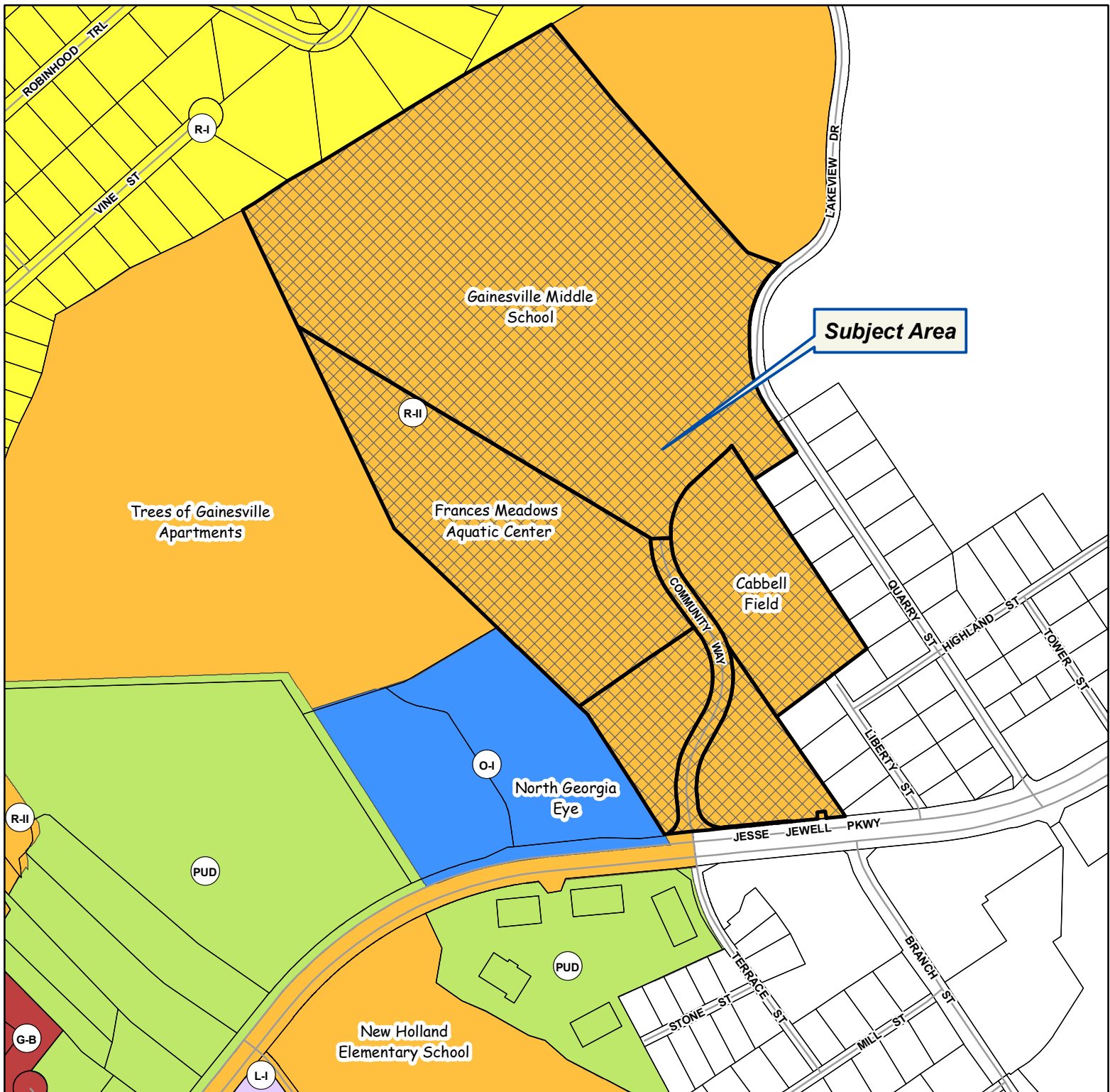
The effective date of this Ordinance shall be upon approval by the governing body of the City of Gainesville, Georgia.

C. Danny Dunagan, Jr., Mayor

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

ATTEST:

Denise O. Jordan, City Clerk



Applicant:

CITY OF GAINESVILLE

REZONING REQUEST



Request:
Rezone a 53.177+/- acres tract from Residential-II (R-II) to Office and Institutional (O-I) for existing uses and future office

Subject Area Address:
1514, 1515, 1545, 1560 & 1581 Community Way, NE

Meeting: 6/13/2017

Prepared: 5/23/2017

Gainesville Community Development Department

 Subject Area

0 240 480 720 960 Feet



1" = 400'

Tax Parcel: 01-082-004-002, 003, 004 & 007

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Applicant:

CITY OF GAINESVILLE

REZONING REQUEST



Request:
Rezone a 53.177+/- acres tract from Residential-II (R-II) to Office and Institutional (O-I) for existing uses and future office

Subject Area Address:
1514, 1515, 1545, 1560 & 1581 Community Way, NE

Meeting: 6/13/2017

Prepared: 5/23/2017

Gainesville Community Development Department

 Subject Area



0 240 480 720 960 Feet

1" = 400'

Tax Parcel: 01-082-004-002, 003, 004 & 007

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City of Gainesville Rezoning Narrative

The City of Gainesville is proposing to rezone 53.177± acres from Residential-II (R-II) to Office and Institutional (O-I). The property is located on the north side of Jesse Jewell Parkway and includes the Frances Meadows Aquatic Center, Gainesville Middle School, City of Gainesville property and all of Community Way right-of-way. The purpose of the request is to bring all of the properties into a consistent zoning classification to better fit the existing uses and for future professional office purposes.

Property Owner List

Parcel #	Owner	Address
01082 004002	City of Gainesville	1514 & 1515 Community Way
01082 004003	Gainesville Redevelopment Authority	1545 Community Way
01082 004004	City of Gainesville School District	1581 Community Way
01082 004007	City of Gainesville	1560 Community Way
Right-of-way	Community Way	

"IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW"

"I HAVE CONSULTED THE F.I.R.M. FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 1313601005 E, DATED 3-21-2000 AND IN MY OPINION THIS PROPERTY DOES NOT APPEAR TO LIE IN A SPECIAL FLOOD HAZARD AREA."

"THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND IS SUBJECT TO ANY AND ALL DISCLOSURES THAT A TITLE SEARCH MAY PRODUCE."

FIELD SURVEY ERROR OF CLOSURE 1:44067
ANGULAR ERROR PER ANGLE POINT 00-00-05
INSTRUMENT USED NIKON TOPGUN
ADJUSTED BY LEAST SQUARES
PLAT ERROR OF CLOSURE 1:772,553

A	S 27°36'19"W	177.35'
B	S 05°31'10"W	63.92'
C	S 14°01'08"E	219.24'
	A=223.54' R=327.86' Lt	
D	S 33°33'06"E	46.49'
E	N 56°22'35"E	9.25'
F	S 33°33'06"E	103.02'
1	S 55°54'28"W	147.12'
2	S 33°33'07"E	99.07'
3	S 33°20'39"E	99.32'
4	S 33°34'53"E	199.02'
5	S 33°38'35"E	197.38'
6	S 51°17'48"W	120.61'
7	S 67°38'02"W	30.59'
8	S 56°22'43"W	176.54'
9	S 33°40'17"E	238.52'
10	S 33°21'15"E	139.25'
11	S 84°19'17"W	61.56'
12	N 05°40'43"W	25.00'
13	S 84°19'17"W	25.00'
14	S 05°40'43"E	25.00'

LAKEVIEW DRIVE
(50 Foot Right Of Way)

UTILITIES CONTACTS:

ATMOS GAS
175 JOHN MORROW JR. PARKWAY
GAINESVILLE, GA. 30501
MARK REEVES 770-534-7438

GEORGIA POWER
426 SPRING STREET S.E.
GAINESVILLE, GA. 30501
BO WHEELER 770-535-6441

CITY OF GAINESVILLE PUBLIC UTILITIES
757 QUEEN CITY PARKWAY S.W.
GAINESVILLE, GA. 30501
MORON BENNETT 770-538-2418

CHARTER COMMUNICATIONS (CATV)
1102 THOMPSON BRIDGE ROAD N.E.
GAINESVILLE, GA. 30501
1-800-955-7766

REFERENCES:

1) PLAT BY FARLEY-COLLINS ASSOC. FOR DEERING MILLIKEN, INC., NEW HOLLAND MILL, 10-25-1974, REVISED 6-09-1997.

2) PLAT BY FARLEY-COLLINS ASSOC. FOR THE MILLIKEN FOUNDATION, 161.5833 ACRES TOTAL, 5-02-2000, LAST REVISED 10-24-03.

TREE LEGEND:

B = BEECH
BR = BIRCH
C = CEDAR
CO = COTTONWOOD
COK = CHESTNUT OAK
D = DOGWOOD
H = HEMLOCK
HK = HICKORY
L = LOCUST
M = MAPLE
O = OAK
P = PINE
PO = POST OAK
POPL = POPLAR
R = RED OAK
S = SWEETGUM
WAK = WATER OAK
WC = WILD CHERRY
WP = WHITE OAK
WP = WHITE PINE

LEGEND:

A = ARC
R = RADIUS
CON = CONCRETE
DRAINAGE FLOW
DRAINAGE SCALE
AKA = ALSO KNOWN AS
CL = CENTERLINE
DE = DRAINAGE EASEMENT
IPF = IRON PIN FOUND
IPF = IRON PIN SET
LL = LAND LOT LINE
NFI = NOW OR FORMERLY
R/W = RIGHT OF WAY
S = SANITARY SEWER
S/W = BUILDING SETBACK
F = FENCE
G = GAS LINE
P = POWER LINE
T = TELEPHONE LINE
W = WATER LINE
CTF = CRIMPED TOP PIN FOUND
CMF = CONCRETE MONUMENT FOUND
x 100.00 = ELEVATION AT "x"
■ = POWER BOX
■ = LIGHT STANDARD
PIF = PIPE FOUND
PED = PEDESTAL
1100#00 = ELEVATION @ "x" ON TOP BACK OF CURB

NOTES:

1) PROPERTY SHOWN HEREON IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD, IF ANY.

2) BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY LINE OF THE REFERENCED PLAT FOR DEERING MILLIKEN, INC., WHICH BEARS N59°49'E SEE REFERENCE NO. 1.

3) 30 FOOT SEWER EASEMENT CENTERED ON EXISTING MANHOLES.

4) AS PER MARK REEVES WITH ATMOS GAS THERE ARE NO GAS LINES ON JESSE JEWELL PARKWAY, LIBERTY STREET, OR QUARRY STREET.

5) UNDERGROUND UTILITIES AS SHOWN HEREON ARE APPROXIMATE LOCATIONS PUT TOGETHER WITH SURFACE LOCATIONS AND CITY OF GAINESVILLE PUBLIC UTILITIES WATER AND WASTE WATER SYSTEM MAPS NO. 64-1 AND 64-2.

6) APPROXIMATE LOCATION OF ROCK OUTCROP LINE AS SHOWN HEREON IS A GENERAL LOCATION OF ROCKY AREAS AND CORE BORINGS SHOULD BE DONE TO DETERMINE EXACT EXTENTS.

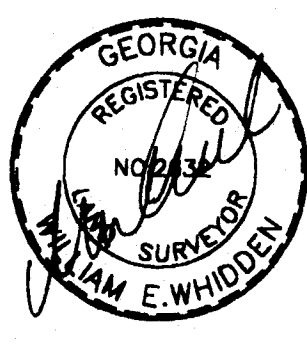
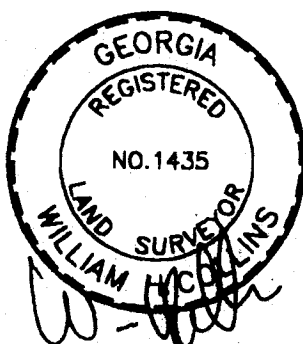
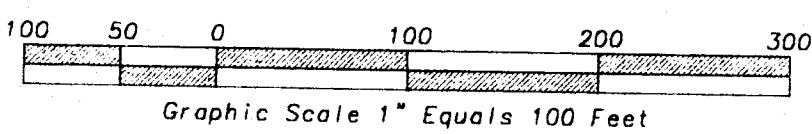
7) SURVEY TIED TO CITY OF GAINESVILLE PUBLIC UTILITIES DEPARTMENT GPS CONTROL STATION NO. 2514 AND ALL SHOWN HEREON ARE BASED ON SAME POINT BEING ELEVATION 1249.75 M.S.L.

CALL BEFORE YOU DIG

CALL FREE
UTILITIES PROTECTION CENTER, INC.
(800)-282-7411
IN ATLANTA: 325-5000

THREE WORKING DAYS BEFORE YOU DIG
IT'S THE LAW

(2 FOOT VERTICAL CONTOURS)
53.177 ACRES



PREPARED BY:
FARLEY-COLLINS-WHIDDEN ASSOC.
P.O. BOX 731 532-1001
1856 THOMPSON BRIDGE ROAD, SUITE 11
GAINESVILLE, GA. 30501

DATE: 11-28-2005
JOB #: C1680
SCALE: 1"=200'

SURVEY FOR: (C1680-A.DWG)
CITY OF GAINESVILLE
LOCATION: City of Gainesville / Hall County
LAND LOTS 133 AND 137 - 9TH DISTRICT
HALL COUNTY, GEORGIA