

GAINESVILLE PARKS AND RECREATION BOARD

Jerry Castleberry
Kristin Daniel
Susan J. Daniell
Cooper Embry
Kingsley Peeples
Sam W. Richwine, Jr., M.D.
Chris Romberg
John Simpson
Rev. Robert Washington

REGULAR BOARD MEETING AGENDA

Gainesville Civic Center Chattahoochee Room
830 Green Street, Gainesville, GA 30501

September 14, 2020
5:30 p.m.

I. **CALL TO ORDER** – Cooper Embry, Chairman

II. **SPECIAL RECOGNITION**

a. **Staff Anniversaries**

- i. Jennifer Hill, Parks; 1 year, September 9
- ii. Janice Teems, Administrative; 12 years, September 22
- iii. Brian Peters, Parks; 1 year, October 7
- iv. Crystal Tavares; Frances Meadows, 4 years, October 10

PUBLIC COMMENTS

Members of the public are welcome to use this time to make comments about Agency matters that do not appear otherwise on the agenda. The Board reserves the right to limit the amount of time and/or the number of speakers making public comments.

III. **BOARD ACTION AGENDA**

a. **Minutes**

- i. Consider approval of minutes of Regular Board Meeting held August 10, 2020.

b. **Finance Reports**

- i. Consider approval of Financial Summary Reports as of July 2020.

c. **Board Action Items**

- i. Consider recommendation for Award of Contract for Professional Services in regards to design, bidding and construction administration for the Civic Center Renovations to Foresite Group.

IV. **MANAGEMENT REPORTS**

a. **Director, Kate Mattison**

i. **Updates**

1. Impact Fee Report for August 2020
2. Recovery Plans continued

ii. **Partnership Updates**

1. Friends of Gainesville Parks and Greenways
2. Gainesville-Hall County Boys and Girls Club
3. Hall County Parks and Leisure Services
4. Gainesville City School System
5. Community Service Center
6. Lake Lanier Olympic Park Foundation
7. Redbud Chapter of the Georgia Native Plant Society

b. **Deputy Director, Michael Graham**

- i. Operating Capital Update
- ii. Capital Projects Update
- iii. **Frances Meadows Center Division, Zandrea Stephens**
 1. Operational Update
 2. Programs Update
- iv. **Marketing and Communications, Julie Butler**
 1. General Update
 2. Sponsor Spotlight
 3. Customer Service
- v. **Parks & Facilities Division, Brian Peters**
 1. Operations Update
- vi. **Recreation Division, Missy Bailey**
 1. Operations Update
 2. Programs Update

V. **BOARD MEMBERS COMMENTS, REPORTS, ISSUES**

- a. **Executive Committee**-*Cooper Embry*
- b. **Planning & Development Committee**-*Chris Romberg*
- c. **Community Relations Committee**-*Kristin Daniel*
- d. **City Council Liaison**-*Sam Couvillon*

VI. **OLD BUSINESS**

VII. **NEW BUSINESS**

VIII. **GENERAL INFORMATION OF INTEREST**

a. **News Articles for August 2020**

October	4	Soggy Doggy Pool Party - 1:00pm - 6:00pm @ FMACC Splash Zone
	12	GPRA Board Meeting @ 5:30pm - Civic Center Board Room

IX. **EXECUTIVE SESSION**

X. **ADJOURNMENT**

THE GAINESVILLE PARKS AND RECREATION AGENCY
BOARD MEETING MINUTES
August 10, 2020

The Gainesville Parks and Recreation Board conducted its regular monthly meeting on Monday, August 10, 2020, at 5:30 PM in the Chattahoochee Room of the Gainesville Civic Center located at 830 Green Street, NE, Gainesville, GA with Chairman Cooper Embry presiding:

Members Present

Jerry Castleberry
Susan Daniell
Cooper Embry
Kingsley Peeples
Sam W. Richwine, Jr. MD (via phone)
Chris Romberg
John Simpson
Robert Washington
Sam Couvillon (Ex-Officio Member)

Staff & Guest Present

Kate Mattison, Director
Michael Graham, Deputy Director
Judy Williams, Administrative Coordinator
Brenda Martin – Special Projects Manager
Brian Peters – Parks & Facility Services
Missy Bailey – Recreation Division Manager
Zandrea Stephens – FMACC Division Manager

Absent:

Kristin Daniel

CALL TO ORDER

Chairman Cooper Embry called the meeting to order at 5:32 PM and welcomed everyone.

SPECIAL RECOGNITION

Chairman Embry recognized the following employees on their years of service with the Agency: Jim Young – 4 years, August 1; Sheila Curry – 7 years, August 5; Zandrea Stephens – 9 years, August 8; Steven Drayton – 1 year, August 9, Jason Heffner – 2 years, August 13; David Tyre – 2 years, August 13; Michael Graham – 16 years, August 16; Aaron Barnett – 12 years, August 27; and Julie Butler – 16 years, August 30.

PUBLIC COMMENTS

None

MINUTES

Consider approval of minutes of Regular Board Meeting held June 8, 2020. **Motion made by Kingsley Peeples and seconded by Chris Romberg to approve the minutes from June 8, 2020. MOTION APPROVED UNANIMOUSLY.**

FINANCIAL REPORT

Deputy Graham reviewed for the Board the Financial Report ending May 31, 2020 of fiscal year 2020. The May report showed monthly income of \$20,293.80 for a total yearly income of \$5,301,721.48 or 92.53%. The Agency should have received 91.67% of the yearly income at this time; therefore, income to date is above budget projections by 0.86%

Expenses for May total \$321,423.56 for total yearly expenses of \$4,766,977.05 or 81.13%. Currently year-to-date expenditures (\$4,766,977.05) are below revenues (\$5,301,721) in the amount of \$534,744. Therefore, no budgeted fund balance was utilized this month to cover a deficiency in operations.

A Revenue Comparison and Income Statement was presented along with a Summary Financial Statement on each of the cost centers for review by the Board. **Motion made by Robert Washington and seconded by Susan Daniell, to accept the May Financial Report as presented by Deputy Graham. MOTION PASSED UNANIMOUSLY.**

Deputy Graham reviewed for the Board the Financial Report ending June 30, 2020 of fiscal year 2020. The June report showed monthly income of \$86,894.04 for a total yearly income of \$5,389,169.06 or 94.05%. The Agency should have received 100% of the yearly income at this time; therefore, income to date is below projections by 5.95% due primarily to the pandemic shutdown.

Expenses for June total \$389,225.14 for total yearly expenses of \$5,165,332.98 or 87.91%. Currently year-to-date expenditures (\$5,165,332.98) are below revenues (\$5,389,169) in the amount of \$223,836. Therefore, no budgeted fund balance was utilized this month to cover a deficiency in operations.

A Revenue Comparison and Income Statement was presented along with a Summary Financial Statement on each of the cost centers for review by the Board. **Motion made by Jerry Castleberry and seconded by Robert Washington, to accept the June Financial Report as presented by Deputy Graham. MOTION PASSED UNANIMOUSLY.**

BOARD ACTION ITEMS

- i. **Consider recommendation for Renewal of Contract for Professional Services to Sportography in regard to Recreation Photography.** The Recreation Photography Contract with Sportography, approved by the Board on June 11, 2018 allows for renewals annually up to three years. We have been very pleased with the work of Sportography. Therefore, staff recommends renewing the contract for the third (and final) year with no change in the scope of work. Based on excellent service provided by Sportography, the staff recommends renewing the Recreation Photography contract with Sportography for FY2021. **Motion made by Kingsley Peeples and seconded by Chris Romberg to renew the Recreation Photography Contract with Sportography for FY2021 as presented and described in Resolution BR-20-06.**
- ii. **Consider Funding for Emergency Maintenance Items at Civic Center.** In preparation for the upcoming Civic Center Renovation, funded through SPLOST VIII in FY21, staff have been working to ready the third floor for office renovations. During that time, it was discovered that the floor had dropped significantly indicating a potential structural problem. Staff began exploring potential issues and a structural engineer was contacted to help identify the problem. During the inspection, a large crack was found in a beam between the Sidney Lanier Room and the third floor offices. Further information and a complete report is forthcoming from the structural engineer. This unexpected repairs have not been accounted for in the FY21 Budget nor in the Renovations Project. The Agency maintains a Park Development Fund for such instances, which currently has a balance of \$200,000. The Board has the authority to permit use of these funds in such cases. Staff recommends that the Board authorize staff to proceed in obtaining emergency purchase orders for a contractor to repair all damages indicated by the structural engineer's report. Furthermore, it is recommended that funding for the repairs be covered through the Park Development Fund in an amount not to exceed \$65,000. **Motion made by**

Chris Romberg and seconded by Jerry Castleberry to authorize staff to proceed with emergency repairs of the Gainesville Civic Center ceiling in an amount not to exceed \$65,000 from the Park Development Funds as indicated in Resolution AR-20-05. MOTION APPROVED UNANIMOUSLY.

MANAGEMENT REPORTS

Director Mattison reported that Impact Fees collected for the 12th month of fiscal year 2020 (June) totals \$18,200.00 (13 units) as compared to the same period last year of \$29,129 (25 units). The total amount collected for FY2020 is \$574,000.00. The current account balance is \$125,059.56.

Director Mattison also reported that Impact Fees collected for the 1st month of fiscal year 2021 (July) totals \$21,000.00 (15 units) as compared to the same period last year of \$26,600 (19 units). The total amount collected for FY2021 is \$21,000.00. The current account balance is \$146,059.56.

Director Mattison reported on the recovery plans for Parks and Recreation and stated that the Splash Zone had opened and went well, Summer Camps have gone well, Summer Baseball Leagues have gone great; and, Football started today with staff moving toward FALL programming.

Director Mattison reported on the Sussex property for the Youth Sports Complex and stated that during the next couple of meetings we may have more to report regarding the progress of the project; the team is still working through issues with the site related to the topography, site layout and opinion of probable costs.

Director Mattison reported that there were no partnership updates.

Capital Projects Update

Deputy Graham updated the Board on the approved FY21 Capital Projects, which is also shown on the Operating and Major Capital Expenditures spreadsheet in the Board packets. This includes some FY19 Capital Projects that rolled over to FY20 and FY21.

FY21 Major Capital Projects include the following.

Park Development – Youth Sports Complex was carried over from last fiscal year. A new site for this project was acquired, which has led to property and attorney fees being incurred. Board approved new contract for architectural and design with Foresite Group, Inc. The kick-off meeting was held January 30, 2020. Concepts proposed for new site have high costs due to site issues.

Skate Park Planning/Construction – Board approved agreement with Lose Design for A&E. A Public Design Meeting was held on October 3. The Concept design was approved December 17, 2018. Construction contract awarded to Tri-Scapes, Inc. for \$1,766,357. Construction started in July 2019. Construction is 98% complete. Opened on June 18. However, still need to take out bridge and account for punch list items.

Midtown Greenway Improvements – Train Park – Board approved agreement with Foresite Group for A&E. Contracts signed and project started. Geotech reports issued. Concept complete. Ready to begin construction documents. Construction timeline to be determined.

Civic Center Renovations – Development of Construction Documents and construction for interior upgrades to include: Audio/Visual Technology; Flooring; Lighting; Window Treatments; Paint;

Addition of Breakout Rooms; Portico; etc. for an estimated cost of \$900,000.00. Based on a concept plan, we have a proposal for developing construction documents that is being reviewed.

FY21 Major Capital Projects have an estimated total cost of \$11,698,744.00; \$3,410,700.00 has been encumbered or expended to date.

Deputy Graham presented the 2020 Winter Activity Evaluation Summary and provided a complete report in the Board Digital Packets for review.

Staff attending gave reports on their respective divisions. Staff reports were also provided in the Board Digital Packets.

BOARD MEMBER COMMENTS

John Simpson praised staff and said that we're awesome and do an awesome job.

Kingsley Peebles praised staff and said that we do an epic job in everything we do.

OLD BUSINESS

None

NEW BUSINESS

None

GENERAL INFORMATION OF INTEREST

The following information was provided to the Board for review at their leisure via their iPads and through the City's website:

- In the News Articles from July.

EXECUTIVE SESSION

None

ADJOURNMENT

With no further business Chairman Embry entertained a motion to adjourn. Motion made by John Simpson and Robert Washington to adjourn. MOTION PASSED UNANIMOUSLY. Meeting adjourned at 6:18 PM.

Respectfully Submitted,
Judy Williams
Administrative Coordinator

*All documentation referred to in the above minutes were provided to attendees by electronic means as well as for future reference at www.gainesville.org/board and the Agency's permanent Board File.

TO: PARKS AND RECREATION BOARD
FROM: KATE MATTISON
SUBJECT: JULY 2020 (FY21) FINANCIAL STATEMENTS
DATE: SEPTEMBER 14, 2020
CC: FILE

The attached financial statements ending July 31, 2020 are for the first month of fiscal year 2021. As you review these statements, remember to use the **% of Year COLLECTED/ EXPENDED = 8.33%** as your guide. The **% COLLECTED/EXPENDED** on each individual line item should be close to this target percentage; however, there may be items that do not conform to this generalization. This memo will attempt to explain any large variances.

Revenues

At \$106,689, overall operating revenues are 6.44% below the anticipated budget at this time.

Tax collections (72% of overall revenues budgeted) at \$6,749 is below the anticipated budget by 8.16% at this time. Collections are up by \$1,629 when compared to FY20 of the same period.

Budgeted charges for services revenues (27% of overall revenues budgeted) at \$96,140 are below projections and \$104,596 below last year of the same time due to the pandemic restricted operations.

Interest income (<1% of overall revenues budgeted) is above the anticipated budget by 5.64% but \$2,409 below last year.

Overall, operating revenues are down by \$113,445 from the FY20 numbers of the same period.

Expenses

Operating expenditures show 7.76% of the budgeted amount expended.

A comparison shows overall expenses above FY20 totals by \$64,792 of the same period due primarily to the annual budget changeover.

Currently year-to-date actual operating expenditures (\$437,636) are above revenues (\$106,689) in the amount of \$330,947. Budgeted fund balance was utilized this month to cover a deficiency in operations.

Capital Projects

Following the FY20 Capital Project Audit, the following projects were reallocated to FY21: New Youth Athletic Complex and Midtown Train Park. The Civic Center Renovations project is added for FY21. All are within budget.

Please let me know if you have any further questions, comments or concerns. Thank you.

Kate Mattison, CPRP
Director

BOARD OF DIRECTORS

Cooper Embry **Chris Romberg**
Chair Vice Chair

Kristin Daniel
Secretary/Treasurer

Jerry Castleberry
Kingsley Peoples

Susan Daniell
John Simpson

Sam Richwine, Jr. MD
Robert Washington



**GAINESVILLE PARKS & RECREATION AGENCY
PARKS & RECREATION INCOME STATEMENT @ 7/31/20**

INCOME	BUDGETED	THIS MONTH		VARIANCE	YEAR TO DATE	Y-T-D		VARIANCE	BALANCE
		THIS MONTH	LAST YEAR			LAST YEAR			
City Taxes	\$ 4,064,427.00	\$ 6,748.99	\$ 5,119.92	\$ 1,629.07	\$ 6,748.99	\$ 5,119.92	\$ 1,629.07	\$ 4,057,678.01	
Intergovernmental Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Interest Income	\$ 26,250.00	\$ 3,668.10	\$ 6,087.89	\$ (2,419.79)	\$ 3,668.10	\$ 6,076.79	\$ (2,408.69)	\$ 22,581.90	
Park Development Fund - Interest	\$ 500.00	\$ 110.05	\$ 98.60	\$ -	\$ 110.05	\$ 98.28	\$ 11.77	\$ 389.95	
Contributions - Private	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	
Miscellaneous Income	\$ 1,000.00	\$ 21.84	\$ 186.76	\$ (164.92)	\$ 21.84	\$ 200.01	\$ (178.17)	\$ 978.16	
Transfer from General Fund	\$ -	\$ -	\$ 7,904.58	\$ (7,904.58)	\$ -	\$ 7,904.58	\$ (7,904.58)	\$ -	
Sale of Assets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Recreation Services	\$ 137,400.00	\$ 7,872.00	\$ 14,845.25	\$ (6,973.25)	\$ 7,872.00	\$ 14,845.25	\$ (6,973.25)	\$ 129,528.00	
ACSC	\$ 13,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,300.00	
Facility Services	\$ 258,350.00	\$ 9,386.38	\$ 23,985.48	\$ (14,599.10)	\$ 9,386.38	\$ 24,137.98	\$ (14,751.60)	\$ 248,963.62	
Frances Meadows Center	\$ 897,500.00	\$ 60,631.85	\$ 151,841.16	\$ (91,209.31)	\$ 60,631.85	\$ 151,841.16	\$ (91,209.31)	\$ 836,868.15	
Youth Sports Booster Club	\$ 107,250.00	\$ 13,966.60	\$ 5,975.12	\$ 7,991.48	\$ 13,966.60	\$ 5,974.16	\$ 7,992.44	\$ 93,283.40	
Lanier Point Athletic Complex	\$ 129,101.00	\$ 4,283.42	\$ 3,938.09	\$ 345.33	\$ 4,283.42	\$ 3,938.09	\$ 345.33	\$ 124,817.58	
Intergovernmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sponsorships	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Hotel/Motel Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other financing sources/transfer in	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
OPERATING FUND TOTALS	\$ 5,636,078.00	\$ 106,689.23	\$ 219,982.85	\$ (113,293.62)	\$ 106,689.23	\$ 220,136.22	\$ (113,446.99)	\$ 5,529,388.77	
BUDGETED FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
GRAND TOTAL	\$ 5,636,078.00	\$ 106,689.23	\$ 219,982.85	\$ (113,293.62)	\$ 106,689.23	\$ 220,136.22	\$ (113,446.99)	\$ 5,529,388.77	
EXPENDITURES									
Other Financing Uses/Transfers	\$ 50,000.00	\$ 4,166.67	\$ 4,166.67	\$ -	\$ 4,166.67	\$ 4,166.67	\$ -	\$ 45,833.33	
Payments to Other Agencies-Hall '96	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000.00	
Transfer to CVB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Available for Capital Improvements	\$ -	\$ -	\$ 22,500.00	\$ (22,500.00)	\$ -	\$ 22,500.00	\$ (22,500.00)	\$ -	
Maintenance Shop	\$ 137,342.00	\$ 9,971.79	\$ 8,537.14	\$ 1,434.65	\$ 9,971.79	\$ 8,537.14	\$ 1,434.65	\$ 127,370.21	
Recreation Services	\$ 422,236.00	\$ 47,054.39	\$ 45,776.47	\$ 1,277.92	\$ 47,054.39	\$ 45,776.47	\$ 1,277.92	\$ 375,181.61	
ACSC	\$ 50,852.00	\$ 347.66	\$ 855.77	\$ (508.11)	\$ 347.66	\$ 2,008.89	\$ (1,661.23)	\$ 50,504.34	
Facility Services	\$ 624,395.00	\$ 45,159.81	\$ 32,626.57	\$ 12,533.24	\$ 45,159.81	\$ 31,609.09	\$ 13,550.72	\$ 579,235.19	
Frances Meadows Center	\$ 1,830,858.00	\$ 151,418.53	\$ 137,184.46	\$ 14,234.07	\$ 151,418.53	\$ 133,408.62	\$ 18,009.91	\$ 1,679,439.47	
Youth Sports Booster Club	\$ 186,703.00	\$ 8,296.06	\$ 2,676.23	\$ 5,619.83	\$ 8,296.06	\$ 2,676.23	\$ 5,619.83	\$ 178,406.94	
Park Services	\$ 1,132,514.00	\$ 84,293.32	\$ 57,751.59	\$ 26,541.73	\$ 84,293.32	\$ 54,376.70	\$ 29,916.62	\$ 1,048,220.68	
Lanier Point Athletic Complex	\$ 235,207.00	\$ 15,821.37	\$ 12,843.93	\$ 2,977.44	\$ 15,821.37	\$ 12,843.93	\$ 2,977.44	\$ 219,385.63	
Administrative Services	\$ 815,971.00	\$ 71,106.31	\$ 54,925.51	\$ 16,180.80	\$ 71,106.31	\$ 54,940.26	\$ 16,166.05	\$ 744,864.69	
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Development Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ 5,636,078.00	\$ 437,635.91	\$ 379,844.34	\$ 57,791.57	\$ 437,635.91	\$ 372,844.00	\$ 64,791.91	\$ 5,198,442.09	
Excess Revenue Over Expenditures (Deficiency)					\$ (330,946.68)	\$ (152,707.78)		\$ 330,946.68	

CITY OF GAINESVILLE
PARKS AND RECREATION FUND
SUMMARY FINANCIAL STATEMENT
For the month ended July 31, 2020
% of Year Collected/Expended = 8.33%

OPERATIONS -

	Revised Budget	MTD Actual	YTD Actual	Remaining Balance	% Collected/ Expended
Revenues					
Non-Departmental					
Taxes	4,064,427	6,749	6,749	4,057,678	0.17%
Intergovernmental Revenue	0	0	0	0	0.00%
Interest Revenue	26,250	3,668	3,668	22,582	13.97%
Parks Development - Interest Revenue	500	110	110	390	0.00%
Miscellaneous & Private Contributions	2,000	22	22	1,978	1.09%
Other Financing Sources: i.e. Sale of Assets	0	0	0	0	0.00%
Departmental					
Recreation Services	137,400	7,872	7,872	129,528	5.73%
Allen Creek Soccer Complex	13,300	0	0	13,300	0.00%
Facility Services	258,350	9,386	9,386	248,964	3.63%
Frances Meadows	897,500	60,632	60,632	836,868	6.76%
Youth Sports Booster Club	107,250	13,967	13,967	93,283	13.02%
Lanier Point Softball Complex	129,101	4,283	4,283	124,818	3.32%
Total Operating Revenues	5,636,078	106,689	106,689	5,529,389	1.89%

Expenditures

Non-Departmental					
Indirect Cost Allocation	50,000	4,167	4,167	45,833	8.33%
Payments to Other Agencies-Hall '96	150,000	0	0	150,000	0.00%
Transfer to CVB	0	0	0	0	0.00%
Other Financial Uses/Capital Improvements	0	0	0	0	0.00%
Departmental					
Parks Maintenance Shop	137,342	9,972	9,972	127,370	7.26%
Recreation Services	422,236	47,054	47,054	375,182	11.14%
Allen Creek Soccer Complex	50,852	348	348	50,504	0.68%
Facility Services	624,395	45,160	45,160	579,235	7.23%
Frances Meadows Center	1,830,858	151,419	151,419	1,679,439	8.27%
Youth Sports Booster Club	186,703	8,296	8,296	178,407	4.44%
Park Services	1,132,514	84,293	84,293	1,048,221	7.44%
Lanier Point Athletic Complex	235,207	15,821	15,821	219,386	6.73%
Administrative Services	815,971	71,106	71,106	744,865	8.71%
Total Operating Expenditures	5,636,078	437,636	437,636	5,198,442	7.76%

Capital Project Expenditures

Available for Capital Outlay					
Total Capital Projects Expenditures	0	0	0	0	
Excess (Deficiency) Revenues Over Expenditures	0	(330,947)	(330,947)		
Budgeted Fund Balance 6/30/20	0	330,947	330,947		
	<u>0</u>	<u>0</u>	<u>0</u>		

CAPITAL PROJECTS FUND

Revenues					
Transfers from Impact Fees Fund	0	0	0	0	0.00%
Transfer from Parks and Recreation*	0	0	0	0	0.00%
Total Revenues	0	0	0	0	0.00%
Expenditures					
Midtown Greenway Train Park (SPLOST PROJECT)	0	0	0	0	0.00%
Other financing uses/transfers out	0	0	0	0	0.00%
Total Capital Projects Expend.	0	0	0	0	0.00%
Excess (Deficiency) Revenues over Expenditures					
	0		<u>0</u>		
Budgeted Fund Balance 6/30/20	<u>0</u>		<u>0</u>		

GAINESVILLE PARKS & RECREATION
FY2021 REVENUE COMPARISON

	FY2021 Revised Projected	FY2021 Actual	Over (Under) Collected	% Collected
TAXES				
Taxes (Generated by .75 mills)	\$ 4,064,427.00	\$ 6,748.99	\$ (4,057,678.01)	0.17%

ALLEN CREEK SOCCER COMPLEX

347300.001	Event Admission	\$ 1,000.00	\$ -	\$ (1,000.00)	0.00%
347500.009	Program Registration Fees	\$ 10,000.00	\$ -	\$ (10,000.00)	0.00%
347900.001	Concessions	\$ 300.00	\$ -	\$ (300.00)	0.00%
381000.022	Rentals	\$ 2,000.00	\$ -	\$ (2,000.00)	0.00%
371000.001	Sponsorships	\$ -	\$ -	\$ -	0.00%
	Contributions	\$ -	\$ -	\$ -	0.00%
	Miscellaneous Revenue	\$ -	\$ -	\$ -	0.00%
	SUB-TOTAL	\$ 13,300.00	\$ -	\$ (13,300.00)	0.00%

RECREATION SERVICES

347300.001	Special Events - Taxable	\$ 3,500.00	\$ -	\$ (3,500.00)	0.00%
347300.002	Special Events - Non-Taxable	\$ 30,500.00	\$ -	\$ (30,500.00)	0.00%
347500.002	Program Registration Fees	\$ 84,500.00	\$ 6,257.00	\$ (78,243.00)	7.40%
347500.003	Tennis Registration Fees	\$ 4,000.00	\$ -	\$ (4,000.00)	0.00%
347900.001	C.O. Youth Athletics & Misc.	\$ 5,500.00	\$ -	\$ (5,500.00)	0.00%
381000.023	F.L. Fields & Courts	\$ 2,500.00	\$ 400.00	\$ (2,100.00)	16.00%
381000.024	F.L. Longwood Fields & Courts	\$ 900.00	\$ 40.00	\$ (860.00)	4.44%
371000.001	Sponsorships	\$ 6,000.00	\$ 1,175.00	\$ (4,825.00)	19.58%
371000.002	Contributions - Private Sources	\$ -	\$ -	\$ -	0.00%
	Facility Leases	\$ -	\$ -	\$ -	0.00%
	Contributions	\$ -	\$ -	\$ -	0.00%
	Sub-Total	\$ 137,400.00	\$ 7,872.00	\$ (129,528.00)	5.73%

FRANCES MEADOWS CENTER

347300.002	Special Events - Non-Taxable	\$ 2,500.00	\$ -	\$ (2,500.00)	0.00%
347500.004	Instructional Classes	\$ 130,000.00	\$ 2,518.27	\$ (127,481.73)	1.94%
347500.005	Instructional Pool Rentals	\$ 50,000.00	\$ 2,231.00	\$ (47,769.00)	4.46%
347500.006	Competitive Swim Team	\$ 189,000.00	\$ 11,218.01	\$ (177,781.99)	5.94%
347900.001	Concessions	\$ 75,000.00	\$ 8,635.12	\$ (66,364.88)	11.51%
347900.003	Miscellaneous Charges	\$ 2,500.00	\$ 254.00	\$ (2,246.00)	10.16%
371000.011	Contributions - (LA Swim A Thon)	\$ -	\$ -	\$ -	0.00%
347200.001	General Admissions	\$ 254,000.00	\$ 31,759.70	\$ (222,240.30)	12.50%
347200.002	Fitness Center Fees	\$ 165,000.00	\$ 2,054.39	\$ (162,945.61)	1.25%
381000.020	Room Rentals	\$ 17,500.00	\$ 710.00	\$ (16,790.00)	4.06%
371000.001	Sponsorships	\$ 12,000.00	\$ -	\$ (12,000.00)	0.00%
389000.006	Personnel Reimbursements	\$ -	\$ -	\$ -	0.00%
389000.010	Misc. Revenue Payroll Deductions	\$ -	\$ 1,251.36	\$ 1,251.36	0.00%
	Food Service Fees	\$ -	\$ -	\$ -	0.00%
	Equipment Rental	\$ -	\$ -	\$ -	0.00%
	Grant Make-a-Splash	\$ -	\$ -	\$ -	0.00%
	Sub-Total	\$ 897,500.00	\$ 60,631.85	\$ (836,868.15)	6.76%

LANIER POINT ATHLETIC COMPLEX

347300.001	Event Admissions - Gate Fees	\$ -	\$ -	\$ -	0.00%
347500.007	League Fees	\$ 30,900.00	\$ 1,350.00	\$ (29,550.00)	4.37%
347500.008	Tournament Fees	\$ -	\$ -	\$ -	0.00%
347900.001	Concessions	\$ 42,701.00	\$ 1,983.42	\$ (40,717.58)	4.64%
347900.003	Other (Rentals) - Misc. Charges	\$ 50,500.00	\$ 950.00	\$ (49,550.00)	1.88%
371000.001	Sponsorships	\$ 5,000.00	\$ -	\$ (5,000.00)	0.00%
	Souvenirs	\$ -	\$ -	\$ -	0.00%
	Contributions	\$ -	\$ -	\$ -	0.00%
	Sub-Total	\$ 129,101.00	\$ 4,283.42	\$ (124,817.58)	3.32%

YSBC

347300.001	Event Admissions - Gate Fees	\$ 13,000.00	\$ -	\$ (13,000.00)	0.00%
347500.001	Program Registration Fees	\$ 85,250.00	\$ 12,293.00	\$ (72,957.00)	14.42%
361000.000	Interest Income	\$ 500.00	\$ 173.60	\$ (326.40)	0%

371000.001	Sponsorships	\$ 8,000.00	\$ 1,500.00	\$ (6,500.00)	18.75%
371000.002	Contributions	\$ 500.00	\$ -	\$ (500.00)	0.00%
	Sub-Total	\$ 107,250.00	\$ 13,966.60	\$ (93,283.40)	13.02%

FACILITY SERVICES

347300.002	Special Events	\$ -	\$ -	\$ -	0.00%
347900.002	Catering Fees	\$ 25,000.00	\$ 515.00	\$ (24,485.00)	2.06%
347900.003	Misc. Charges	\$ -	\$ -	\$ -	0.00%
347900.004	Food Service Fees	\$ 1,500.00	\$ -	\$ (1,500.00)	0.00%
381000.004	Rent - Board Room	\$ 3,500.00	\$ 75.00	\$ (3,425.00)	2.14%
381000.005	Rent - Chattahoochee Room	\$ 25,500.00	\$ 250.00	\$ (25,250.00)	0.98%
381000.006	Rent - Chestatee Room	\$ 18,500.00	\$ 1,362.00	\$ (17,138.00)	7.36%
381000.007	Rent - Gaines Room	\$ 7,500.00	\$ (40.00)	\$ (7,540.00)	-0.53%
381000.008	Rent - Grand Ballroom	\$ 65,500.00	\$ 749.13	\$ (64,750.87)	1.14%
381000.009	Rent - Kitchen	\$ 200.00	\$ -	\$ (200.00)	0.00%
381000.010	Rent - Longstreet Room	\$ 150.00	\$ -	\$ (150.00)	0.00%
381000.011	Rent-Longstreet/Lyman Hall	\$ 18,000.00	\$ 240.00	\$ (17,760.00)	1.33%
381000.012	Rent - Sidney Lanier	\$ 17,000.00	\$ 618.75	\$ (16,381.25)	3.64%
381000.021	Rent - Camp Fire Cabin	\$ 15,000.00	\$ 1,550.00	\$ (13,450.00)	10.33%
	Total CC Room Rentals	\$ 170,850.00	\$ 4,804.88	\$ (166,045.12)	2.81%
381000.014	Rent - FSNC Room A	\$ 6,250.00	\$ 140.00	\$ (6,110.00)	2.24%
381000.015	Rent - FSNC Room B	\$ 1,500.00	\$ 270.00	\$ (1,230.00)	18.00%
381000.016	Rent - FSNC Room AB	\$ 18,000.00	\$ 617.00	\$ (17,383.00)	3.43%
381000.017	Rent - FSNC Conf. Room	\$ 250.00	\$ -	\$ (250.00)	0.00%
	Rent - FSNC Kitchen	\$ -	\$ -	\$ -	0.00%
	Total FSNC Room Rental	\$ 26,000.00	\$ 1,027.00	\$ (24,973.00)	3.95%
381000.025	Rent - Longwood Pavilion	\$ 5,500.00	\$ 802.50	\$ (4,697.50)	14.59%
381000.026	Rent - Other Pavilions	\$ 6,500.00	\$ 1,028.00	\$ (5,472.00)	15.82%
381000.013	Service Rental	\$ 6,500.00	\$ 604.00	\$ (5,896.00)	9.29%
381000.019	Equipment Rental	\$ 16,500.00	\$ 605.00	\$ (15,895.00)	3.67%
371000.001	Sponsorships	\$ -	\$ -	\$ -	0.00%
	Personnel Reimbursements	\$ -	\$ -	\$ -	0.00%
	Facility Lease	\$ -	\$ -	\$ -	0.00%
	Contributions	\$ -	\$ -	\$ -	0.00%
	Sub-Total	\$ 258,350.00	\$ 9,386.38	\$ (248,963.62)	3.63%

MISCELLANEOUS REVENUE

389000.001	Other Revenue	\$ 1,000.00	\$ 21.84	\$ (978.16)	2.18%
392100.000	Surplus Sales	\$ -	\$ -	\$ -	0.00%
399900.000	Budgeted Fund Balance	\$ -	\$ -	\$ -	0.00%
	Transfer from General Fund	\$ -	\$ -	\$ -	0.00%
	Transfer from Hotel Tax	\$ -	\$ -	\$ -	0.00%
	Transfer from Capital Projects	\$ -	\$ -	\$ -	0.00%
	Sub-Total	\$ 1,000.00	\$ 21.84	\$ (978.16)	2.18%

INTEREST

361000.000	Interest on Investments	\$ 26,250.00	\$ 3,668.10	\$ (22,581.90)	13.97%
361000.000	Interest - Development Fund	\$ 500.00	\$ 110.05	\$ (389.95)	0.00%
	Interest - YSBC	\$ -	\$ -	\$ -	0.00%
	Sub-Total	\$ 26,750.00	\$ 3,778.15	\$ (22,971.85)	14.12%

INTERGOVERNMENTAL

	Intergov't - Hall Co.	\$ -	\$ -	\$ -	0.00%
	Grant	\$ -	\$ -	\$ -	0.00%
	Sub-Total	\$ -	\$ -	\$ -	0.00%

SPONSORSHIPS

371000.00	Non-Departmental	\$ 1,000.00	\$ -	\$ (1,000.00)	0.00%
	Sub-Total	\$ 1,000.00	\$ -	\$ (1,000.00)	\$ -

CONTRIBUTIONS

	YSBC	\$ -	\$ -	\$ -	0.00%
	Contributions - P&R	\$ -	\$ -	\$ -	0.00%
	Contributions - FOTP	\$ -	\$ -	\$ -	0.00%
	Sub-Total	\$ -	\$ -	\$ -	0.00%

	TOTAL REVENUE	\$ 5,636,078.00	\$ 106,689.23	\$ (5,529,388.77)	1.89%
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CITY OF GAINESVILLE
RECREATION DIVISION
SUMMARY FINANCIAL STATEMENT
For the Month Ended July 31, 2020

% of Year Collected/Expended = 8.33%

	REVISED BUDGET	MTD ACTUAL	YTD ACTUAL	REMAINING BALANCE	% COLLECTED/ EXPENDED	Y-T-D LAST YEAR
REVENUES						
Special Events-Taxable	\$ 3,500	\$ -	\$ -	\$ 3,500	0.00%	\$ -
Special Events- Non Taxable	\$ 30,500	\$ -	\$ -	\$ 30,500	0.00%	\$ -
Program Registration Fees	\$ 84,500	\$ 6,257	\$ 6,257	\$ 78,243	7.40%	\$ 14,435
Tennis Registration Fees	\$ 4,000	\$ -	\$ -	\$ 4,000	0.00%	\$ 125
C.O. Youth Athletics & Misc.	\$ 5,500	\$ -	\$ -	\$ 5,500	0.00%	\$ -
Facility Leases - Fields & Courts	\$ 2,500	\$ 400	\$ 400	\$ 2,100	16.00%	\$ 50
Facility Leases - Longwood Courts	\$ 900	\$ 40	\$ 40	\$ 860	4.44%	\$ 135
Sponsorships	\$ 6,000	\$ 1,175	\$ 1,175	\$ 4,825	19.58%	\$ 100
Contributions-Private Sources	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Adult Athletics-Facility Leases	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Facility Leases - Longwood Pav.	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Facility Leases - Other Pavilions	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Total Revenues	\$ 137,400	\$ 7,872	\$ 7,872	\$ 129,528	5.73%	\$ 14,845

EXPENDITURES						
Salaries & Benefits	\$ 270,768	\$ 43,378	\$ 43,378	\$ 227,390	16.02%	\$ 43,427
Rent -Equipment	\$ 3,000	\$ -	\$ -	\$ 3,000	0.00%	\$ -
Other Purchased (Contractual) Services	\$ 61,950	\$ 1,529	\$ 1,529	\$ 60,422	2.47%	\$ 1,039
Liability Insurance	\$ 5,368	\$ 447	\$ 447	\$ 4,921	8.33%	\$ 313
Utilities (Telephone)	\$ 4,400	\$ -	\$ -	\$ 4,400	0.00%	\$ 15
Printing	\$ 3,300	\$ -	\$ -	\$ 3,300	0.00%	\$ -
Travel & Education/Training	\$ 10,320	\$ 800	\$ 800	\$ 9,520	7.75%	\$ 800
Dues	\$ 330	\$ -	\$ -	\$ 330	0.00%	\$ -
Postage & Freight	\$ 800	\$ 217	\$ 217	\$ 583	27.13%	\$ 184
Other Supplies/ Concession Purchases	\$ 9,000	\$ -	\$ -	\$ 9,000	0.00%	\$ -
Small Equip. Non-Tagged & Tagged	\$ 51,400	\$ 683	\$ 683	\$ 50,717	1.33%	\$ -
Other Purchased Operational Items	\$ 1,600	\$ -	\$ -	\$ 1,600	0.00%	\$ -
Advertising	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Maintenance Contracts	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Tournament Fees	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
New Equipment (Reserve)	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Total Expenditures	\$ 422,236	\$ 47,054	\$ 47,054	\$ 375,182	11.14%	\$ 45,776

Excess (Deficiency) Revenues Over
Expenditures \$ (284,836) \$ (39,182) \$ (39,182)

NOTE: These financial statements are UNAUDITED and should be used for management purposes only.

CITY OF GAINESVILLE
ALLEN CREEK SOCCER COMPLEX
SUMMARY FINANCIAL STATEMENT
For the Month Ended July 31, 2020

% of Year Collected/Expended = 8.33%

	REVISED BUDGET	MTD ACTUAL	YTD ACTUAL	REMAINING BALANCE	% COLLECTED/ EXPENDED	Y-T-D LAST YEAR
REVENUES						
Event Admissions	\$ 1,000	\$ -	\$ -	\$ 1,000	0.00%	\$ -
Program Registration Fees	\$ 10,000	\$ -	\$ -	\$ 10,000	0.00%	\$ -
Concessions	\$ 300	\$ -	\$ -	\$ 300	0.00%	\$ -
Rentals	\$ 2,000	\$ -	\$ -	\$ 2,000	0.00%	\$ -
Sponsorships	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Contributions	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Miscellaneous Revenue	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Total Revenues	\$ 13,300	\$ -	\$ -	\$ 13,300	0.00%	\$ -

EXPENDITURES						
Salaries & Benefits	\$ 18,991	\$ 313	\$ 313	\$ 18,679	1.65%	\$ 1,168
Repairs & Maintenance - Gasoline	\$ 9,400	\$ -	\$ -	\$ 9,400	0.00%	\$ 14
Other Purchased (Contractual) Services	\$ 300	\$ -	\$ -	\$ 300	0.00%	\$ -
Liability Insurance	\$ 4,561	\$ 35	\$ 35	\$ 4,526	0.77%	\$ 669
Travel & Education /Training	\$ 50	\$ -	\$ -	\$ 50	0.00%	\$ -
Utilities	\$ 14,575	\$ -	\$ -	\$ 14,575	0.00%	\$ 74
General Office Supplies -Postage	\$ 25	\$ -	\$ -	\$ 25	0.00%	\$ 1
Small Equip. - Non-Tagged & Tagged	\$ 2,500	\$ -	\$ -	\$ 2,500	0.00%	\$ 56
Other Purchased Operational Items	\$ 225	\$ -	\$ -	\$ 225	0.00%	\$ 28
WC Claims	\$ 225	\$ -	\$ -	\$ 225	0.00%	\$ -
Rent - Equipment	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Dues	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Professional Fees - Legal	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Printing	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
New Equipment (Reserve)	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Total Expenditures	\$ 50,852	\$ 348	\$ 348	\$ 50,504	0.68%	\$ 2,009

Excess (Deficiency) Revenues Over Expenditures	\$ (37,552)	\$ (348)	\$ (348)
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NOTE: These financial statements are UNAUDITED and should be used for management purposes only.

CITY OF GAINESVILLE
LANIER POINT ATHLETIC COMPLEX
SUMMARY FINANCIAL STATEMENT
For the Month Ended July 31, 2020

% of Year Collected/Expended = 8.33%

	REVISED BUDGET	MTD ACTUAL	YTD ACTUAL	REMAINING BALANCE	% COLLECTED/ EXPENDED	Y-T-D LAST YEAR
REVENUES						
League Fees	\$ 30,900	\$ 1,350	\$ 1,350	\$ 29,550	4.37%	\$ 1,850
Concessions	\$ 42,701	\$ 1,983	\$ 1,983	\$ 40,718	4.64%	\$ 1,638
Other (Rentals) - Misc. Charges	\$ 50,500	\$ 950	\$ 950	\$ 49,550	1.88%	\$ 450
Sponsorships	\$ 5,000	\$ -	\$ -	\$ 5,000	0.00%	\$ -
Event Admissions - Gate Fees	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Tournament Fees	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Souvenirs	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Contributions	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Total Revenues	\$ 129,101	\$ 4,283	\$ 4,283	\$ 124,818	3.32%	\$ 3,938

EXPENDITURES						
Salaries & Benefits	\$ 95,368	\$ 7,774	\$ 7,774	\$ 87,594	8.15%	\$ 7,688
Annual Maintenance Contracts	\$ 516	\$ 43	\$ 43	\$ 473	8.33%	\$ -
Repairs & Maintenance	\$ 1,500	\$ -	\$ -	\$ 1,500	0.00%	\$ -
Other Purchased (Contractual) Services	\$ 24,900	\$ 4,200	\$ 4,200	\$ 20,700	16.87%	\$ 2,660
Liability Insurance	\$ 1,468	\$ 122	\$ 122	\$ 1,346	8.33%	\$ 69
Utilities	\$ 50,500	\$ 2,280	\$ 2,280	\$ 48,220	4.52%	\$ 710
Printing	\$ 1,500	\$ -	\$ -	\$ 1,500	0.00%	\$ -
Travel & Education/Training	\$ 900	\$ -	\$ -	\$ 900	0.00%	\$ -
Dues	\$ 70	\$ -	\$ -	\$ 70	0.00%	\$ -
General/Other Supplies	\$ 2,900	\$ 423	\$ 423	\$ 2,477	14.59%	\$ -
Concession Purchases	\$ 36,000	\$ 859	\$ 859	\$ 35,141	2.39%	\$ 326
Small Equipment - Non-Tagged & Tagged	\$ 19,585	\$ 120	\$ 120	\$ 19,465	0.61%	\$ 1,392
Other Purchased Operational Items	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
New Equipment	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Pest Control	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Tournament Fees	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Total Expenditures	\$ 235,207	\$ 15,821	\$ 15,821	\$ 219,386	6.73%	\$ 12,844

Excess (Deficiency) Revenues Over Expenditures	\$ (106,106)	\$ (11,538)	\$ (11,538)
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NOTE: These financial statements are UNAUDITED and should be used for management purposes only.

CITY OF GAINESVILLE
YOUTH SPORTS BOOSTER CLUB
SUMMARY FINANCIAL STATEMENT
For the Month Ended July 31, 2020

% of Year Collected/Expended = 8.33%

	REVISED BUDGET	MTD ACTUAL	YTD ACTUAL	REMAINING BALANCE	% COLLECTED/ EXPENDED	Y-T-D LAST YEAR
REVENUES						
Event Admissions - Gate Fees	\$ 13,000	\$ -	\$ -	\$ 13,000	0.00%	\$ -
Program Registration Fees	\$ 85,250	\$ 12,293	\$ 12,293	\$ 72,957	14.42%	\$ 5,505
Interest Income	\$ 500	\$ 174	\$ 174	\$ 326	34.72%	\$ 469
Sponsorships	\$ 8,000	\$ 1,500	\$ 1,500	\$ 6,500	18.75%	\$ -
Contributions	\$ 500	\$ -	\$ -	\$ 500	0.00%	\$ -
Total Revenues	\$ 107,250	\$ 13,967	\$ 13,967	\$ 93,283	13.02%	\$ 5,974

EXPENDITURES						
Salaries & Benefits	\$ 50,198	\$ 5,433	\$ 5,433	\$ 44,765	10.82%	\$ 2,351
Other Purchased (Contractual) Services	\$ 57,949	\$ 2,589	\$ 2,589	\$ 55,361	4.47%	\$ -
Liability Insurance	\$ 336	\$ 28	\$ 28	\$ 308	8.33%	\$ 37
Printing	\$ 4,100	\$ -	\$ -	\$ 4,100	0.00%	\$ -
Dues	\$ 7,250	\$ -	\$ -	\$ 7,250	0.00%	\$ -
League Fees	\$ 620	\$ -	\$ -	\$ 620	0.00%	\$ -
Small Equip. Non-Tagged & Tagged	\$ 66,250	\$ 246	\$ 246	\$ 66,004	0.37%	\$ 288
Advertising	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Total Expenditures	\$ 186,703	\$ 8,296	\$ 8,296	\$ 178,407	4.44%	\$ 2,676

Excess (Deficiency) Revenues Over Expenditures	\$ (79,453)	\$ 5,671	\$ 5,671
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NOTE: These financial statements are UNAUDITED and should be used for management purposes only.

CITY OF GAINESVILLE
FACILITY SERVICES
SUMMARY FINANCIAL STATEMENT
For the Month Ended July 31, 2020

% of Year Collected/Expended = 8.33%

	REVISED BUDGET	MTD ACTUAL	YTD ACTUAL	REMAINING BALANCE	% COLLECTED/ EXPENDED
REVENUES					
Catering Fees & Food Services	\$ 26,500	\$ 515	\$ 515	\$ 25,985	1.94%
Room Rentals	\$ 196,850	\$ 5,832	\$ 5,832	\$ 191,018	2.96%
Facility Leases - Longwood Pav.	\$ 5,500	\$ 803	\$ 803	\$ 4,698	14.59%
Facility Leases - Other Pavilions	\$ 6,500	\$ 1,028	\$ 1,028	\$ 5,472	15.82%
Service Rentals	\$ 6,500	\$ 604	\$ 604	\$ 5,896	9.29%
Equipment Rental	\$ 16,500	\$ 605	\$ 605	\$ 15,895	3.67%
Sponsorships	\$ -	\$ -	\$ -	\$ -	0.00%
Miscellaneous Charges	\$ -	\$ -	\$ -	\$ -	0.00%
Personnel Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
Facility Leases	\$ -	\$ -	\$ -	\$ -	0.00%
Special Events	\$ -	\$ -	\$ -	\$ -	0.00%
Contributions	\$ -	\$ -	\$ -	\$ -	0.00%
Total Revenues	\$ 258,350	\$ 9,386	\$ 9,386	\$ 248,964	3.63%

EXPENDITURES					
Salaries & Benefits	\$ 407,359	\$ 36,353	\$ 36,353	\$ 371,006	8.92%
Annual Maintenance Contracts	\$ 3,020	\$ 70	\$ 70	\$ 2,950	2.32%
Repairs & Maintenance	\$ 18,500	\$ 453	\$ 453	\$ 18,047	2.45%
Rent - Equipment	\$ 300	\$ 60	\$ 60	\$ 240	20.00%
Laundry & Linen	\$ 19,000	\$ -	\$ -	\$ 19,000	0.00%
Other Purchased (Contractual) Services	\$ 11,233	\$ 207	\$ 207	\$ 11,027	1.84%
Liability Insurance	\$ 10,933	\$ 911	\$ 911	\$ 10,022	8.33%
Utilities	\$ 112,000	\$ 6,484	\$ 6,484	\$ 105,516	5.79%
Travel & Education/Training	\$ 300	\$ -	\$ -	\$ 300	0.00%
Janitorial & Operational Supplies	\$ 8,000	\$ 293	\$ 293	\$ 7,707	3.66%
General Supplies	\$ 5,000	\$ 206	\$ 206	\$ 4,794	4.11%
Other Supplies/ Concession Purchases	\$ 4,500	\$ -	\$ -	\$ 4,500	0.00%
Small Equipment- Non-Tagged	\$ 7,700	\$ 123	\$ 123	\$ 7,577	1.60%
Small Equipment- Tagged	\$ 1,300	\$ -	\$ -	\$ 1,300	0.00%
Other Purchased Operational Items	\$ 250	\$ -	\$ -	\$ 250	0.00%
Machinery & Equipment (New)	\$ 15,000	\$ -	\$ -	\$ 15,000	0.00%
Pest Control	\$ -	\$ -	\$ -	\$ -	0.00%
Advertising	\$ -	\$ -	\$ -	\$ -	0.00%
Dues	\$ -	\$ -	\$ -	\$ -	0.00%
Total Expenditures	\$ 624,395	\$ 45,160	\$ 45,160	\$ 579,235	7.23%

Excess (Deficiency) Revenues Over Expenditures	\$ (366,045)	\$ (35,773)	\$ (35,773)
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NOTE: These financial statements are UNAUDITED and should be used for management purposes only.

**GAINESVILLE PARKS & RECREATION AGENCY
FACILITY SERVICES INCOME STATEMENT @ 7/31/20**

INCOME	BUDGETED	THIS MONTH	THIS MONTH		Y-T-D		BALANCE
			LAST YEAR	YEAR TO DATE	LAST YEAR		
Catering Fees	\$ 25,000	\$ 515	\$ 1,055	\$ 515	\$ 1,055	\$ 24,485	
Food Service Fees	\$ 1,500	\$ -	\$ 100	\$ -	\$ 100	\$ 1,500	
Room Rentals	\$ 181,850	\$ 4,282	\$ 17,928	\$ 4,282	\$ 18,058	\$ 177,568	
Camp Fire Cabin	\$ 15,000	\$ 1,550	\$ 2,315	\$ 1,550	\$ 2,315	\$ 13,450	
Facility Leases-Longwood Pavilion	\$ 5,500	\$ 803	\$ 725	\$ 803	\$ 725	\$ 4,698	
Facility Leases- Other Pavilions	\$ 6,500	\$ 1,028	\$ 952	\$ 1,028	\$ 952	\$ 5,472	
Service Rentals	\$ 6,500	\$ 604	\$ 269	\$ 604	\$ 292	\$ 5,896	
Equipment Rental	\$ 16,500	\$ 605	\$ 641	\$ 605	\$ 641	\$ 15,895	
Sponsorships	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Miscellaneous Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Personnel Reimbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Special Events	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Facility Leases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS	\$ 258,350	\$ 9,386	\$ 23,985	\$ 9,386	\$ 24,138	\$ 248,964	

EXPENDITURES							
Salaries & Benefits	\$ 407,359	\$ 36,353	\$ 27,646	\$ 36,353	\$ 27,646	\$ 371,006	
Annual Maintenance Contracts	\$ 3,020	\$ 70	\$ 70	\$ 70	\$ 70	\$ 2,950	
Repairs & Maintenance	\$ 18,500	\$ 453	\$ 270	\$ 453	\$ 270	\$ 18,047	
Rent - Equipment	\$ 300	\$ 60	\$ -	\$ 60	\$ -	\$ 240	
Laundry & Linen	\$ 19,000	\$ -	\$ -	\$ -	\$ -	\$ 19,000	
Other Purchased (Contractual) Services	\$ 11,233	\$ 207	\$ 144	\$ 207	\$ 144	\$ 11,027	
Liability Insurance	\$ 10,933	\$ 911	\$ 914	\$ 911	\$ 914	\$ 10,022	
Utilities	\$ 112,000	\$ 6,484	\$ 1,607	\$ 6,484	\$ 589	\$ 105,516	
Travel & Education/Training	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ 300	
Janitorial & Operational Supplies	\$ 8,000	\$ 293	\$ 610	\$ 293	\$ 610	\$ 7,707	
General Supplies	\$ 5,000	\$ 206	\$ 58	\$ 206	\$ 58	\$ 4,794	
Other Supplies/Concession Purchases	\$ 4,500	\$ -	\$ 229	\$ -	\$ 229	\$ 4,500	
Small Equipment- Non-Tagged	\$ 7,700	\$ 123	\$ 1,079	\$ 123	\$ 1,079	\$ 7,577	
Small Equipment- Tagged	\$ 1,300	\$ -	\$ -	\$ -	\$ -	\$ 1,300	
Other Purchased Operational Items	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ 250	
Machinery & Equipment (New)	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000	
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Dues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS	\$ 624,395	\$ 45,160	\$ 32,627	\$ 45,160	\$ 31,609	\$ 579,235	

FACILITY SERVICES
FY2021 REVENUE COMPARISON

RENTAL FACILITY RECEIPTS		FY2021 Revised Projected	FY2021 ACTUAL	Over (Under) Collected	% Collected
381000.025	Rent - Longwood Pavilion	\$ 5,500.00	802.50	-4,697.50	14.59%
381000.026	Rent - Other Pavilions	\$ 6,500.00	1028.00	-5,472.00	15.82%
381000.004	Rent - Board Room	\$ 3,500.00	75.00	-3,425.00	2.14%
381000.005	Rent - Chattahoochee Room	\$ 25,500.00	250.00	-25,250.00	0.98%
381000.006	Rent - Chestatee Room	\$ 18,500.00	1,362.00	-17,138.00	7.36%
381000.007	Rent - Gaines Room	\$ 7,500.00	-40.00	-7,540.00	-0.53%
381000.008	Rent - Grand Ballroom	\$ 65,500.00	749.13	-64,750.87	1.14%
381000.009	Rent - Kitchen	\$ 200.00	0.00	-200.00	0.00%
381000.010	Rent - Longstreet Room	\$ 150.00	0.00	-150.00	0.00%
381000.011	Rent - Longstreet/Lyman Hall Combo	\$ 18,000.00	240.00	-17,760.00	1.33%
381000.012	Rent - Sidney Lanier Room	\$ 17,000.00	618.75	-16,381.25	3.64%
381000.014	FSNC - Room A	\$ 6,250.00	140.00	-6,110.00	2.24%
381000.015	FSNC - Room B	\$ 1,500.00	270.00	-1,230.00	18.00%
381000.016	FSNC - Room A/B	\$ 18,000.00	617.00	-17,383.00	3.43%
381000.017	FSNC - Conf. Room	\$ 250.00	0.00	-250.00	0.00%
381000.021	Rent - Camp Fire Cabin	\$ 15,000.00	1,550.00	-13,450.00	10.33%
	FSNC - Kitchen	\$ -	0.00	0.00	0.00%
	TOTAL ROOM RENTAL	\$ 196,850.00	\$ 5,831.88	\$ (191,018.12)	2.96%
	Facility Leases-3rd Floor Office Space	\$ -	0.00	0.00	0.00%
	Sub-Total	\$ 208,850.00	\$ 7,662.38	\$ (201,187.62)	3.67%
347300.002	Special Events	\$ -	0.00	0.00	0.00%
347900.002	Catering Fees	\$ 25,000.00	515.00	-24,485.00	2.06%
347900.003	Other Miscellaneous Revenue	\$ -	0.00	0.00	0.00%
347900.004	Food Service Fees	\$ 1,500.00	0.00	-1,500.00	0.00%
	Sub-Total	\$ 26,500.00	515.00	-25,985.00	1.94%
381000.013	Service Rental	\$ 6,500.00	604.00	-5,896.00	9.29%
	*Cable TV Hookup; *Drinks				
	*Phone Hookup				
	*Linen				
	Sub-Total	\$ 6,500.00	604.00	-5,896.00	9.29%
381000.019	Equipment Rental	\$ 16,500.00	605.00	-15,895.00	3.67%
	*Tables/Chairs				
	*Exhibit Equipment				
	*Audio/Visual				
	*Piano/Tuning				
	Sub-Total	\$ 16,500.00	605.00	-15,895.00	3.67%
371000.001	Sponsorships	\$ -	0.00	0.00	0.00%

389000.006	Personnel Reimbursements	\$ -	0.00	0.00	0.00%
	*Security Officers				
	*Set-up Personnel				
	Sub-Total	\$ -	0.00	0.00	0.00%

	Contributions	\$ -	0.00	0.00	0.00%
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	Sub-Total	\$ -	0.00	0.00	0.00%
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	TOTAL REVENUE	\$ 258,350.00	\$ 9,386.38	-248,963.62	3.63%
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CITY OF GAINESVILLE
FRANCES MEADOWS AQUATIC AND COMMUNITY CENTER
SUMMARY FINANCIAL STATEMENT
For the Month Ended July 31, 2020

% of Year Collected/Expended = 8.33%

	REVISED BUDGET	MTD ACTUAL	YTD ACTUAL	REMAINING BALANCE	% COLLECTED/ EXPENDED
REVENUES					
Special Events - Non Taxable	\$ 2,500	\$ -	\$ -	\$ 2,500	0.00%
Instructional Classes	\$ 130,000	\$ 2,518	\$ 2,518	\$ 127,482	1.94%
Instructional Pool Rentals	\$ 50,000	\$ 2,231	\$ 2,231	\$ 47,769	4.46%
Competitive Swim Team	\$ 189,000	\$ 11,218	\$ 11,218	\$ 177,782	5.94%
Concessions	\$ 75,000	\$ 8,635	\$ 8,635	\$ 66,365	11.51%
Miscellaneous Charges	\$ 2,500	\$ 254	\$ 254	\$ 2,246	10.16%
General Admissions	\$ 254,000	\$ 31,760	\$ 31,760	\$ 222,240	12.50%
Fitness Center Fees	\$ 165,000	\$ 2,054	\$ 2,054	\$ 162,946	1.25%
Room Rentals	\$ 17,500	\$ 710	\$ 710	\$ 16,790	4.06%
Sponsorships	\$ 12,000	\$ -	\$ -	\$ 12,000	0.00%
Personnel Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
Misc. Revenue Payroll Deductions	\$ -	\$ 1,251	\$ 1,251	\$ (1,251)	0.00%
Service Rentals	\$ -	\$ -	\$ -	\$ -	0.00%
Food Service Fees	\$ -	\$ -	\$ -	\$ -	0.00%
Equipment Rental	\$ -	\$ -	\$ -	\$ -	0.00%
Contributions - (LA Swim A Thon)	\$ -	\$ -	\$ -	\$ -	0.00%
Grant: Make-a-Splash	\$ -	\$ -	\$ -	\$ -	0.00%
Total Revenues	\$ 897,500	\$ 60,632	\$ 60,632	\$ 836,868	6.76%

EXPENDITURES					
Salaries & Benefits	\$ 1,038,343	\$ 123,853	\$ 123,853	\$ 914,490	11.93%
Annual Maintenance Contracts	\$ 12,640	\$ 195	\$ 195	\$ 12,445	1.54%
Repairs & Maintenance	\$ 99,700	\$ 451	\$ 451	\$ 99,249	0.45%
Rental - Equipment	\$ 5,480	\$ 570	\$ 570	\$ 4,910	10.39%
Other Purchased (Contractual) Services	\$ 188,290	\$ -	\$ -	\$ 188,290	0.00%
Liability Insurance	\$ 32,928	\$ 2,744	\$ 2,744	\$ 30,184	8.33%
Utilities	\$ 264,500	\$ 15,899	\$ 15,899	\$ 248,601	6.01%
Printing	\$ 625	\$ -	\$ -	\$ 625	0.00%
Travel & Education/Training	\$ 12,805	\$ 400	\$ 400	\$ 12,405	3.12%
Dues	\$ 11,232	\$ -	\$ -	\$ 11,232	0.00%
Chemicals	\$ 44,000	\$ 2,494	\$ 2,494	\$ 41,506	5.67%
Janitorial & Operational Supplies	\$ 21,500	\$ 1,475	\$ 1,475	\$ 20,025	6.86%
Other Supplies/ Concession Purchases	\$ 59,000	\$ 2,940	\$ 2,940	\$ 56,060	4.98%
Small Equipment- Non-Tagged	\$ 32,735	\$ 398	\$ 398	\$ 32,337	1.22%
Small Equipment- Tagged	\$ 3,000	\$ -	\$ -	\$ 3,000	0.00%
Other Purchased Operational Items	\$ 4,080	\$ -	\$ -	\$ 4,080	0.00%
Machinery Equipment (New)	\$ -	\$ -	\$ -	\$ -	0.00%
Pest Control	\$ -	\$ -	\$ -	\$ -	0.00%
Laundry & Linen	\$ -	\$ -	\$ -	\$ -	0.00%
Advertising	\$ -	\$ -	\$ -	\$ -	0.00%
Total Expenditures	\$ 1,830,858	\$ 151,419	\$ 151,419	\$ 1,679,439	8.27%

Excess (Deficiency) Revenues Over Expenditures	\$ (933,358)	\$ (90,787)	\$ (90,787)
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NOTE: These financial statements are UNAUDITED and should be used for management purposes only.

**GAINESVILLE PARKS & RECREATION AGENCY
FRANCES MEADOWS CENTER INCOME STATEMENT @ 7/31/20**

INCOME	BUDGETED	THIS MONTH	THIS MONTH		Y-T-D		BALANCE
			THIS MONTH	LAST YEAR	YEAR TO DATE	LAST YEAR	
Special Events - Non Taxable	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Instructional Classes	\$ 130,000	\$ 2,518	\$ 7,327	\$ 2,518	\$ 7,327	\$ 127,482	
Instructional Pool Rentals	\$ 50,000	\$ 2,231	\$ 8,559	\$ 2,231	\$ 8,559	\$ 47,769	
Competitive Swim Team	\$ 189,000	\$ 11,218	\$ 11,998	\$ 11,218	\$ 11,998	\$ 177,782	
Concessions	\$ 75,000	\$ 8,635	\$ 31,420	\$ 8,635	\$ 31,420	\$ 66,365	
Miscellaneous Charges	\$ 2,500	\$ 254	\$ 786	\$ 254	\$ 786	\$ 2,246	
General Admissions	\$ 254,000	\$ 31,760	\$ 78,780	\$ 31,760	\$ 78,780	\$ 222,240	
Fitness Center Fees	\$ 165,000	\$ 2,054	\$ 8,418	\$ 2,054	\$ 8,418	\$ 162,946	
Room Rentals	\$ 17,500	\$ 710	\$ 3,589	\$ 710	\$ 3,589	\$ 16,790	
Sponsorships	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 12,000	
Personnel Reimbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Misc. Revenue Payroll Deductions	\$ -	\$ 1,251	\$ 964	\$ 1,251	\$ 964	\$ (1,251)	
Donations - (LA Swim A Thon)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Service Rentals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Food Service Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Equipment Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Grant: Make-a-Splash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS	\$ 897,500	\$ 60,632	\$ 151,841	\$ 60,632	\$ 151,841	\$ 836,868	

EXPENDITURES							
Salaries & Benefits	\$ 1,038,343	\$ 123,853	\$ 106,447	\$ 123,853	\$ 106,447	\$ 914,490	
Annual Maintenance Contracts	\$ 12,640	\$ 195	\$ 51	\$ 195	\$ 51	\$ 12,445	
Repairs & Maintenance	\$ 99,700	\$ 451	\$ 940	\$ 451	\$ 940	\$ 99,249	
Rental - Equipment	\$ 5,480	\$ 570	\$ 308	\$ 570	\$ 308	\$ 4,910	
Other Purchased (Contractual) Services	\$ 188,290	\$ -	\$ 3,920	\$ -	\$ 3,920	\$ 188,290	
Liability Insurance	\$ 32,928	\$ 2,744	\$ 2,798	\$ 2,744	\$ 2,798	\$ 30,184	
Utilities	\$ 264,500	\$ 15,899	\$ 4,925	\$ 15,899	\$ 1,149	\$ 248,601	
Printing	\$ 625	\$ -	\$ -	\$ -	\$ -	\$ 625	
Travel & Education/Training	\$ 12,805	\$ 400	\$ 400	\$ 400	\$ 400	\$ 12,405	
Dues	\$ 11,232	\$ -	\$ 508	\$ -	\$ 508	\$ 11,232	
Chemicals	\$ 44,000	\$ 2,494	\$ 10,140	\$ 2,494	\$ 10,140	\$ 41,506	
Janitorial & Operational Supplies	\$ 21,500	\$ 1,475	\$ -	\$ 1,475	\$ -	\$ 20,025	
Other Supplies/ Concession Purchases	\$ 59,000	\$ 2,940	\$ 5,625	\$ 2,940	\$ 5,625	\$ 56,060	
Small Equipment- Non-Tagged	\$ 32,735	\$ 398	\$ 1,123	\$ 398	\$ 1,123	\$ 32,337	
Small Equipment- Tagged	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ 3,000	
Other Purchased Operational Items	\$ 4,080	\$ -	\$ -	\$ -	\$ -	\$ 4,080	
New Equipment (Reserve)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Laundry & Linen	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS	\$ 1,830,858	\$ 151,419	\$ 137,185	\$ 151,419	\$ 133,409	\$ 1,679,439	

8.33% of Year Collected
as of 7/31/20

FRANCES MEADOWS CENTER
FY2021 REVENUE COMPARISON

		FY2021 Revised Projected	FY2021 ACTUAL	Over (Under) Collected	% Collected
347300.002	Special Events - Non Taxable	\$ 2,500.00	\$ -	-2500.00	0.00%
347500.004	Instructional Classes	\$ 130,000.00	\$ 2,518.27	-127481.73	1.94%
347500.005	Pool Rentals	\$ 50,000.00	\$ 2,231.00	-47769.00	4.46%
347500.006	Competitive Swim Team	\$ 189,000.00	\$ 11,218.01	-177781.99	5.94%
347900.001	Concessions	\$ 75,000.00	\$ 8,635.12	-66364.88	11.51%
347900.003	Miscellaneous Charges	\$ 2,500.00	\$ 254.00	-2246.00	10.16%
347200.001	General Admissions	\$ 254,000.00	\$ 31,759.70	-222240.30	12.50%
347200.002	Fitness Center Fees	\$ 165,000.00	\$ 2,054.39	-162945.61	1.25%
381000.020	Room Rentals	\$ 17,500.00	\$ 710.00	-16790.00	4.06%
371000.001	Sponsorships	\$ 12,000.00	\$ -	-12000.00	0.00%
389000.006	Personnel Reimbursements	\$ -	\$ -	0.00	0.00%
389000.010	Misc. Revenue Payroll Deductions	\$ -	\$ 1,251.36	1251.36	0.00%
	Food Service Fees (Catering)	\$ -	\$ -	0.00	0.00%
	Equipment Rental	\$ -	\$ -	0.00	0.00%
371000.011	Contributions - (LA Swim A Thon)	\$ -	\$ -	0.00	0.00%
	Make a Splash Grant	\$ -	\$ -	0.00	0.00%
	TOTAL	\$ 897,500.00	\$ 60,631.85	-836868.15	6.76%

GAINESVILLE PARKS AND RECREATION AGENCY
BOARD AGENDA ACTION SUMMARY

- | | | |
|-------------------------------------|--|---|
| <input type="checkbox"/> | BOARD INFORMATION ONLY | Date: September 14, 2020 |
| <input checked="" type="checkbox"/> | BOARD ACTION REQUIRED
(Refer to Board Agenda) | SUBJECT: Award of Professional Service Agreement (Design, Bidding, and Construction Administration) for Civic Center Renovations |
| <input type="checkbox"/> | Business Action | |
| <input checked="" type="checkbox"/> | Project Action | |
| <input type="checkbox"/> | Budget Action | |
| <input type="checkbox"/> | Other | |

DESCRIPTION OF ISSUES: Upgrades to the Civic Center have continued over the years. With mechanical systems (HVAC) replaced and exterior improvements (roof, porch, painting, parking lot, landscaping, etc.), it is time to turn back to the interior of the rental facility. A Civic Center Renovations concept was completed as part of the 2030 Parks, Trails, and Open Spaces Master Plan. As part of the FY21 Capital Projects, SPLOST VIII funds in the amount of \$900,000 have been allocated for such renovations.

Since the Foresite Group completed the concept plan for the Civic Center Renovations, a proposal was requested from them to complete the design, bidding, and construction administration for the project.

The Foresite Group proposal to complete said services include:

Design Development	\$59,500.00
Construction Documents and Permitting	\$41,000.00
Bidding	\$ 3,500.00
Construction Administration Assistance	<u>\$30,000.00</u>
Costs Totaling	\$134,000.00

Other expenditures for this project but outside the proposed contract to the Foresite Group includes:

Legal Services -	\$ 500.00
Contingency/Other -	<u>\$ 1,500.00</u>
Costs Totaling	\$ 2,000.00

Total Costs \$136,000.00

AGENCY RECOMMENDATION: Staff recommends awarding the Professional Service Agreement contract for stated services as proposed to the Foresite Group in the amount of \$134,000.00 with an additional \$2,000.00 for contingency and other project expenditures that may be necessary to complete the project. The total project design costs will be funded through the approved allocation in the FY21 Capital Projects of SPLOST funds for said project.

SAMPLE MOTION: I move we accept staff recommendation to award the Professional Services Agreement Contract for the proposed professional design services to the Foresite Group in the amount of \$134,000.00 with a contingency and other project expenditures of up to \$2,000.00 as necessary not to exceed total project costs of \$136,000.00 to be expended through the FY21 Capital Project Funds as approved and described in Resolution PR-20-03.

- | | |
|---|----------------------------------|
| BOARD ACTION: | Funds Required: <u>Yes X</u> No |
| <input type="checkbox"/> Approved | Amount: \$136,000.00 |
| <input type="checkbox"/> Denied | Funds Available: <u>Yes X</u> No |
| <input type="checkbox"/> Tabled | Source: FY21 Capital Projects |
| <input type="checkbox"/> Referred to Committee | Acct. No.: |
| <input type="checkbox"/> Other | |

**RESOLUTION PR-20-03
GAINESVILLE PARKS AND RECREATION**

**PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN DEVELOPMENT OF
CIVIC CENTER RENOVATIONS**

WHEREAS, the Parks and Recreation Board approved the development and construction of the Civic Center Renovations authorizing funding for said project through the FY21 Capital Budget in the amount of \$900,000 (Project #70066); and

WHEREAS, professional design services are necessary to support the design, bidding, and construction administration for the project; and

WHEREAS, staff has reviewed a proposal from the Foresite Group, whom completed the concept plan for the Civic Center Renovations, at a cost totaling \$134,000.

NOW, THEREFORE, BE IT RESOLVED THAT the Gainesville Parks and Recreation Board hereby authorizes Foresite Group, Inc. and staff to proceed with design, engineering and production of construction drawings, specifications, and contract documents, and apply for all necessary permits and licenses through appropriate regulatory agencies and to obtain bids from pre-qualified construction contractors, and make recommendation of construction contract for said project.

BE IT FURTHER RESOLVED THAT the Gainesville Parks and Recreation Board authorizes the expenditure of \$134,000 for the work proposed by the Foresite Group, Inc., and an additional \$2,000.00 for legal services and other project costs as may be necessary with total expenditures not to exceed \$136,000 through the FY21 Capital Project allocation.

BE IT EVEN FURTHER RESOLVED THAT the Parks and Recreation Chair, Director, and City Attorney are authorized to sign such documents that may be necessary to complete this project.

Adopted by the Gainesville Parks and Recreation Board of the City of Gainesville, Georgia this 14th day of September 2020.

Cooper Embry, Chair

This is to certify that I am Secretary/Treasurer of the Gainesville Parks and Recreation Board. 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:

Kristin Daniel, Secretary/Treasurer



3740 Davinci Court, Suite 100
Peachtree Corners, Georgia 30092

o | 770.368.1399

f | 770.368.1944

w | www.fg-inc.net

July 29, 2020

VIA EMAIL

Michael Graham
Gainesville Parks and Recreation
830 Green Street NE
Gainesville, GA 30501

**Re: Letter Agreement for Professional Services
Civic Center Renovations – Design, Bidding, and Construction Administration Assistance**

Dear Mr. Graham:

Foresite Group, LLC (“Foresite Group”) is pleased to submit this Letter Agreement (“Letter Agreement”) to Gainesville Parks and Recreation (“Client”) for providing the services set forth herein for the above-referenced project. Our Project Understanding is detailed below and the Letter Agreement details the Scope of Services, Additional Services, Fees, Hourly Rate Schedule, and Items Provided by Client.

Project Understanding

We understand that the City of Gainesville is requesting the services of our design team to provide construction documents, bidding, and construction administration assistance for interior renovations to the Gainesville Civic Center. Foresite Group will include all project management and structural design. TSAV will be the Audiovisual consultant of record and 2WR Architects will provide architecture, interior design, and building MEP design.

Based on our understanding of this project, Foresite Group made the following assumptions regarding the scope of services:

1. Design of interior spaces and room use will be based upon the final concept submitted 07/30/2020.
2. Plumbing is included in this scope for the restroom relocation proposed in the concept package.
3. Limited mechanical design is included in this scope for modifications necessary to relocate pipe routing and HVAC ductwork to accommodate the concept design package recommendations.
4. Cost estimate will be based on quantities of material and completed by the design team and not an outside, specialized source.
5. Structural design will include:
 - a. Analysis and design recommendations for interior redesign to avoid major structural and load bearing wall changes, including interior wall of coat check lounge, lobby desk area across from elevator to be removed in favor of a recessed lobby/office space, and changes to the existing lobby area.

6. A/V Design will include:
 - a. A/V single line diagrams for all audio, audiovisual, television, and control systems showing interconnections between all components and systems, including requirements for interface with the building's low voltage systems and appliances.
 - b. Provide a design for the System connectivity requirements and cabling standards.
 - c. Provide A/V facility plans showing device locations on plans, RCPs, sections, and elevations.
 - d. Providing A/V equipment cut sheet submittals, refine mounting details, and owner provided millwork and casework coordination details.
 - e. Provide architectural considerations for A/V Systems.
 - f. Provide A/V Program Presentation to the Project Team, Design Team, and Owner.
 - g. Provide complete specifications for A/V systems and budgets at each milestone.
7. This scope of services will include Development, Building and Structural permitting through City of Gainesville, as needed.
8. Permitting fees will be paid by the Client.
9. Design meetings anticipated will include one (2) 50% meetings during design development, and two (2) meetings during 95% construction document development.
10. Construction is estimated to last for a period of six months.
11. Each phase of work shall proceed and be conducted under the direction of the Client.
12. If Consultant is called upon to observe the work of Owner's Construction Contractor(s) for the detection of defects or deficiencies in such work, Consultant will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect.
13. City of Gainesville's Construction Services will be managing the construction administration portion of this project, and therefore our construction administration assistance is limited and proposed hourly not to exceed. Day to day RFI's, change order requests, coordination, and pay application reviews will be managed by the City. However, Foresite and their team of subconsultants can provide assistance with these matters as requested.
14. The fees included herein are good for 6 months from date of proposal.

SECTION 1 **Scope of Services**

Phase 1 - Design Development

Foresite Group will complete the following:

1. Create digital base file from City provided pdf drawings.
2. Prepare 50% level (design development) construction plans. The design development will include the following drawings:
 - a. Cover Sheet
 - b. Architecture Plans
 - c. MEP Plans
 - d. A/V Plans
3. Meet two (2) times with Client to review design drawings and cost estimate.
4. Update plans based on Client comments.

Deliverables:

- *PDF of design development plans*
- *PDF of design development cost estimate*

Phase 2 - Construction Documents & Permitting

Foresite Group will complete the following:

1. Prepare 95% level construction plans and specifications to Client for final review. The construction plan set will include the following drawings:
 - a. Cover Sheet
 - b. Architecture Plans
 - c. MEP Plans
 - d. A/V Plans

Deliverables:

- *PDF of construction plans*
- *PDF of updated opinion of probable cost*
- *PDF of specifications*

Phase 3 – Bidding:

Foresite Group will complete the following:

1. Distribute plans and specs to prospective bidders.
2. Conduct pre-bid meeting.
3. Develop and issue addenda as required.
4. Review references.
5. Issue letter of recommendation.

Deliverables:

- *Plans and specifications*
- *Planholder's list*
- *Bid addenda*
- *RFI responses*

Phase 4 – Construction Administration Assistance:

Foresite Group will complete the following:

1. Provide shop drawing review, submittal review, and site visit observation assistance during the construction administration phase.
2. Attend up to fourteen (14) meetings on an as requested basis, to include:
 - a. On-site evaluation of infrastructure installation during and upon completion of architectural, structural, plumbing, and electrical rough-in.
 - b. Verification of systems integration via inspection of final equipment installation alongside contractor and operators.
 - c. Provide review and comment related to integrators test reporting.
 - d. Pre-punch list and final punch list site visits performed with the project manager.

Deliverables:

- *Digital photos of pictures taken during construction*
- *Construction memos*
- *RFI responses*
- *Punch lists*
- *Digital photos of pictures taken during construction*

SECTION 2
Additional Services – Not Included

1. Day to day RFI's, change order requests, and pay application reviews.
2. Meetings beyond those listed in scope.
3. Full Construction Administration Assistance

SECTION 3
Fees

Design Phase	Phase Fee
Phase 1 - Design Development	\$ 59,500.00
Phase 2 - Construction Documents and Permitting	\$ 41,000.00
<hr/>	
Phase Total:	\$ 100,500.00
Bidding and Construction Phase	Phase Fee
Phase 3 – Bidding	\$ 3,500.00
Phase 4 – Construction Administration Assistance (hourly – NTE)	\$ 30,000.00
<hr/>	
Phase Total:	\$ 33,500.00
Grand Total:	\$ 134,000.00

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the billing period. Payment will be due within 28 calendar days of the date of the invoice. Payments shall be made electronically or sent to Foresite Group, LLC, Attn: Accounts Receivable, 3740 Davinci Court, Suite 100, Peachtree Corners GA 30092.

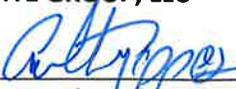
SECTION 4
Current Hourly Rate Schedule

Principal	\$ 225-285/hour
Practice Leader	\$ 195-225/hour
Director of Engineering	\$ 195-205/hour
Division Director	\$ 150-205/hour
Senior Project Manager	\$ 150-195/hour
Senior Project Engineer	\$ 150-185/hour
Senior Landscape Architect	\$ 150-180/hour
Project Landscape Architect	\$ 120-160/hour
Project Manager	\$ 130-150/hour
Project Engineer	\$ 125-150/hour
Project Analyst	\$ 100-125/hour
Senior Designer	\$ 115-125/hour
Designer	\$ 95-105/hour
CAD Drafter	\$ 80-90/hour
Administrative Assistant	\$ 65/hour

If you agree to the terms of this Letter Agreement and the Standard Terms and Conditions attached hereto, and incorporated herein, as if set forth in length, please have an individual authorized to represent you sign two copies of this agreement in the spaces below and retain one copy for your records and return the other to our office.

We appreciate the opportunity to provide these services to you. Please do not hesitate to contact us if you have any questions or comments.

Sincerely,
FORESITE GROUP, LLC

By: 
(Signature)

Name: Anthony Pappas
Title: Project Manager
Email: apappas@fg-inc.net
Date: July 29, 2020

Client:
City of Gainesville

By: _____
(Signature)

Name: _____
Michael Graham
(Printed Name)

Title: _____
Deputy Director

Date: _____

ALL INVOICES SHALL BE SENT TO THE FOLLOWING ADDRESS:
City of Gainesville Parks and Recreation
830 Green Street
Gainesville, GA
Attn: Michael Graham

ALL PAYMENTS SHALL BE SENT VIA EFT OR TO THE FOLLOWING ADDRESS:
Foresite Group, LLC
Attn: Accounts Receivable
3740 Davinci Ct, Suite 100
Peachtree Corners, GA 30092

FORESITE GROUP, LLC STANDARD TERMS AND CONDITIONS

1. Scope, Term, and Termination.

1.1 Foresite Group will provide services to Client only as specifically described in the letter agreement (the "Letter Agreement") subject to these Standard Terms and Conditions (these "Terms and Conditions", together with the Letter Agreement and incorporated by reference therein, this "Agreement"). The scope of services to be performed by Foresite Group ("Services") will be set forth in the Letter Agreement. These Terms and Conditions will commence on the effective date of the Letter Agreement and will continue in effect until the earlier of the completion of all Services, or termination of the Letter Agreement. Except as set forth in the Letter Agreement, Foresite Group will provide its own tools, materials, equipment and other business items necessary to perform the Services. If requested by the Client and agreed to by Foresite Group, Foresite Group will perform additional services ("Additional Services") at Foresite Group's then-current hourly rates, or an agreed-upon sum, per a separate letter agreement which will be subject to these Standard Terms and Conditions.

1.2. When included in Foresite Group's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Foresite Group's experience and qualifications and represent Foresite Group's judgment as a professional generally familiar with the industry. However, since Foresite Group has no control over the cost of labor, materials, equipment or services furnished by others, contractor's methods of determining prices, competitive bidding, or market conditions, Foresite Group does not guarantee that proposals, bids, or actual construction cost will not vary from Foresite Group's opinions or estimates of probable construction costs.

1.3. Termination. Client or Foresite Group may terminate this Agreement for any reason by giving the non-terminating party seven days written notice prior to the proposed termination; provided, however, if payment is not made by Client within three (3) days of written notice by Foresite Group to Client of nonpayment, Foresite Group may terminate this Agreement immediately for failure by Client to make payments in accordance with this Agreement. In the event of termination by either party for any reason, Client will pay Foresite Group for all Services performed up to the date of termination. Sections 3, 4, 5, 6, 7 and 11 will survive the expiration or termination of this Agreement.

2. Terms of Payment. Except as specifically set forth in the Letter Agreement, the following terms of payment will apply: Foresite Group will submit to Client an itemized invoice for all of the applicable amount(s) due hereunder, including without limitation any expenses incurred by Foresite Group. Payment will be due 28 days from date of invoice and will be payable only in U.S. dollars. All past due amounts will accrue interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater. Foresite Group may, after 3 days' written notice to Client, suspend Services under this Agreement, without liability; until all past due amounts have been paid in full, excluding non-payment for amounts disputed in good faith. Amounts invoiced exclude, and Client will pay, all sales, use, transfer, value-added tax or other taxes, whether federal, state, provincial, local, or otherwise which are levied or imposed by reason of the Services performed, except those based solely on Foresite Group's net income. All payments shall be made via EFT or sent to Foresite Group, LLC, 3740 Davinci Ct, Ste 100, Peachtree Corners, GA 30092.

3. Ownership. Each party will retain title to all of its respective Confidential Information as defined in Section 4 below, whether developed before, during, or after the Services. Client agrees that any and all deliverables, plans, diagrams, drawings, specifications, reports, electronic files, field data, notes and other documents and instruments prepared by Foresite Group and delivered to Client hereunder are instruments of professional service (the "Instruments") and may be used by Client only for purposes of the project for which they are made (the "Project") Such Instruments shall be considered authored and owned by Foresite Group and shall remain the property of Foresite Group, whether the Project is completed or not. Foresite Group shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. Client shall be permitted to retain copies of such Instruments for information and reference only. The Instruments shall not be used or relied upon by Client (a) if they are not completed or are partially complete, or (b) on other projects, or for additions to the Project, except by agreement in writing and with appropriate compensation to Foresite Group. Any unauthorized use of such Instruments shall be at the Client's sole risk and without liability to Foresite Group.

4. Confidentiality. "Confidential Information" as used in this Agreement will mean any and all confidential and proprietary technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, and formulae related to the current, future and proposed products and services of each of the parties and its customers or vendors, including, without limitation, information concerning product or process research and development, design details and specifications, engineering, financial data (including the amount of or information regarding the fees for the Services), manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans. Each party will treat, protect, and safeguard as proprietary and confidential this Agreement and all Confidential Information disclosed to the other under this Agreement. Neither party will use, either directly or indirectly, any of the other party's Confidential Information other than for the purpose for which it has been disclosed in connection with the performance of the Services. Each party agrees that it will disclose the other party's Confidential Information only to its employees and representatives who need to know such information. Each party acknowledges that the disclosure of any Confidential Information, except as expressly permitted by this Agreement, will cause irreparable injury for which the injured party may not have an adequate remedy at law. Accordingly, either party consents to the other party obtaining injunctive relief against the breach or threatened breach of any of the foregoing undertakings, in addition to any other legal remedies. The above restrictions will not apply to any information in whatever form that is in the public domain, nor shall they restrict a party from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority (provided such party will notify the other party as soon as reasonably possible prior to such disclosure to afford the other party an opportunity to object or to seek a protective order), or if disclosure is reasonably necessary for such party to defend itself from any legal action or claim.

5. Indemnification. In the event there is a third-party claim against the Client or liability to a third party, Foresite Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless (but not to defend) Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Foresite Group's negligent performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless (but not to defend) Foresite Group, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Services and the acts of its contractors, subcontractors or

consultants or anyone for whom the Client is legally liable. Neither the Client nor Foresite Group shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

6. Representation. During the term of the applicable Services, Foresite Group represents that any service rendered by Foresite Group will be performed with the care and skill ordinarily used by other members of Foresite Group's profession practicing under similar conditions. ***Foresite Group does not make, and hereby disclaims, any and all express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, noninfringement and title, and any warranties arising from a course of dealing, usage, or trade practice. Foresite Group does not warrant that the Services will be error-free.***

7. Limitation of Liability.

7.1. In recognition of the relative risks and benefits of the Services to both Client and Foresite Group, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Foresite Group and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Foresite Group parties shall not exceed One Hundred Thousand Dollars (\$100,000), or the total fee for services rendered pursuant to the Letter Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding any other provisions of this agreement, Foresite Group will not be liable to Client for any consequential, indirect or special damages, including without limitation, loss of profits, revenues or data with respect to any claims regarding the services to be provided hereunder even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. 7.2.

Notwithstanding any provision to the contrary in this Agreement, if the Letter Agreement provides for the delivery of any Construction Phase Services by Foresite Group, Client acknowledges and agrees that the general contractor hired by Client is solely responsible for the construction of the project and Foresite Group will not be liable for the construction means, methods, techniques, sequences or procedures employed by such general contractor or for any and all acts or omissions of any such general contractor, subcontractor, supplier, or otherwise with respect to any Construction Phase Services provided by Foresite Group hereunder.

7.3. Notwithstanding any provision to the contrary in this Agreement, Foresite Group's scope of Services does not nor will not include any services related to the environmental PCBs, petroleum, hazardous waste or radioactive materials or compliance with any environmental health or safety laws. Client acknowledges and agrees that Client is solely responsible and liable for assessing any environmental health or safety issues with respect to any and all Client projects and that Foresite Group is in no event liable for any environmental review or claims.

8. Subcontracting. Foresite Group may subcontract its obligations under this Agreement to a third party reasonably acceptable to Client, so long as Foresite Group remains responsible for the subcontractor's work under the terms of this Agreement, and the third party subcontractor agrees to be bound by terms substantially similar to those in this Agreement.

9. Independent Contractor. Both parties agree that Foresite Group is an independent contractor in relation to Client, and will not be considered an agent or servant of Client. It is agreed that Foresite Group will have the right to control the details of its Services. Client and Foresite Group agree that in no respect will any employee of Foresite Group be an employee of Client.

10. Force Majeure. Except for payment obligations hereunder, neither party will be liable for failure to perform any of its obligations hereunder where such performance is prevented or interfered with by riots, wars or hostilities between any nations, acts of God, acts of terrorism, fires, storms, floods, earthquakes, strikes, labor disputes, shortages or delays of carriers, shortages or curtailments of raw materials, labor, power or other utility services, and other cause beyond the reasonable control of the parties hereto; provided, in the event a force majeure event delays a party's performance by more than thirty (30) days, the other party will have the right to terminate this Agreement by providing written notice thereof to the delayed party. This provision will not be construed as relieving either party from its obligation to pay any sums due the other party.

11. Alternative Dispute Resolution. Any dispute, claim or controversy between the parties hereto arising out of or related to the terms or subject matter of this Agreement shall be resolved in accordance with the terms of this paragraph. Any claim by one party must be submitted by that party (the "Complaining Party") to the other party (the "Non-Complaining Party") in writing describing generally the nature of the claim (the "Claim"). The Non-Complaining Party shall respond to the Claim in writing addressed to the Complaining Party within thirty (30) days of receipt of the Claim. If the parties cannot resolve the claim themselves within forty-five (45) days following initial receipt of the Claim (the "Informal Resolution Deadline"), then the Claim shall be submitted to mediation, with the costs of such mediation to be borne equally by each party. The parties shall have twenty (20) days from the Informal Resolution Deadline to mutually select a mediator. If the parties are unable to agree on a mediator within this period, the Claim will be submitted to Henning Mediation and Arbitration Service in Atlanta, Georgia ("Henning"), which will select a mediator for the parties in accordance with its policies and procedures. The mediation must be completed within sixty (60) days of the submission of the Claim to Henning. If the parties are unsuccessful in resolving the Claim through mediation, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the Claim, in accordance with the remaining terms of this Agreement and all other rights and remedies afforded to them by law.

12. Miscellaneous. This Agreement, including the Letter Agreement, is the exclusive statement of the agreement between the parties with respect to the matters set forth herein, and supersedes all prior agreements, negotiations, representations and proposals, written and oral, with respect to the subject matter hereof. Variance from, or additions to, the terms and conditions of this Agreement in any purchase order or other written notification from Client will be of no effect. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflicts of laws rules. The parties agree that any claim arising out of or relating to this Agreement shall be brought in a state or federal court of competent jurisdiction in the state in which the Services are rendered. Client consents to the personal jurisdiction of the state and/or federal courts in such state. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Without prior written consent of the non-assigning party, neither party may assign this Agreement. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party in a final judgment, as determined by the court, in addition to any other rights or remedies available to it, will be entitled to recover attorneys' fees, expert witness fees, and other expenses related to such action.

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into by and between the RECREATION BOARD OF THE CITY OF GAINESVILLE with its principal place of business located at 830 Green Street, NE, Gainesville, Georgia 30501 hereinafter referred to as “OWNER” and **Foresite Group LLC, 3740 Davinci Court, Suite 100 Peachtree Corners, GA 30092** hereinafter referred to as “CONSULTANT.”

WITNESSETH:

WHEREAS, OWNER desires to obtain engineering, procurement, consulting, and other professional services and CONSULTANT possesses broad experience, knowledge and technical resources to provide such services related to the attached Scope of Services for **Civic Center Renovations (Design, Bidding, Construction Administration Assistance) project** hereinafter referred to as the “PROJECT”; and

WHEREAS, OWNER desires to contract with CONSULTANT for the PROJECT and CONSULTANT desires to accept and perform such services and to be responsible for the overall completion of the PROJECT as more specifically described herein; and

WHEREAS, CONSULTANT agrees to provide services defined and set forth in the written Proposal Documents and fees to OWNER from CONSULTANT, dated **July 29, 2020**, attached hereto as Attachment “A” and incorporated herein by reference which is the basis for the services to be performed under this Agreement; and

WHEREAS, CONSULTANT is willing and able to undertake and complete the PROJECT upon the terms, covenants, recitals and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of **One Hundred Thirty Four-Thousand Dollars and 00/100 (\$ 134,000.00)** and other valuable considerations to be paid by the OWNER for the services to be rendered by CONSULTANT and of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the OWNER hereby contracts CONSULTANT and CONSULTANT hereby accepts such contract to perform the services hereinafter defined upon the terms and conditions set forth herein.

ARTICLE 1 – CONSULTING SERVICES

1. CONSULTANT agrees to furnish all services, as hereinafter described in the detailed Scope of Services, marked as Attachment “A”, and incorporated herein by reference. In the event of any conflict between the scope of services specified in the terms of this Agreement and the scope of services attached as Attachment A, the terms of this Agreement shall prevail.
2. This Agreement shall commence on the **14th** day of **September 2020**, and terminate upon completion of the PROJECT, which shall occur on the date of final payment to the CONSULTANT.

ARTICLE 2 – COMPENSATION

1. The OWNER shall compensate CONSULTANT for providing the services rendered by CONSULTANT described in this Agreement not to exceed fee in the amount of **One Hundred Thirty Four-Thousand Dollars and 00/100 (\$ 134,000.00)**.
2. This fee shall be based on CONSULTANT’s standard hourly rates for the principals and employees directly engaged on the PROJECT at the time this work is done. A copy of CONSULTANT’s standard rates including all direct project expenses is included in the attached Scope of Services, and attached hereto as Attachment “A” and made a part hereof. This fee shall include all services rendered by CONSULTANT, its agents or employees, including any sub-consultant. In addition to the not to exceed fee stated in Paragraph 1 above for labor, the OWNER agrees to pay CONSULTANT direct expenses of CONSULTANT and CONSULTANT’s sub-consultants. Direct expenses are related to printing, renderings, models, travel, courier, mailing, and any fees paid to regulatory agencies by CONSULTANT for review or permitting in order to complete the PROJECT. Direct expenses shall be billed to the OWNER without markup. Direct expenses for renderings and models, if necessary, will only be paid for services requested in writing by the OWNER.
3. In the event of any legal proceedings or other claims requiring services of CONSULTANT in providing expert testimony on behalf of the OWNER in connection

with the PROJECT, except suits or claims by a third party against the OWNER arising out of alleged errors or omissions of CONSULTANT, the OWNER shall provide additional compensation to CONSULTANT. Said compensation shall be based on the standard rates as set out in the attached Scope of Services.

ARTICLE 3 – PAYMENT

Payment to CONSULTANT, as described in Article 2, is to be made as follows:

1. CONSULTANT shall submit its monthly invoice describing the work performed and direct expenses incurred during the preceding month. The flat fees for Tasks: Design Phases 1-2, and Bidding Phase 3, and hourly not to exceed Construction Administration Assistance Phases 4 as described in the Scope of Work in Attachment “A” shall be billed and paid on a pro rata basis for each month on the schedule for completion of each Task as submitted by CONSULTANT. The OWNER shall make payment to CONSULTANT of all undisputed amounts invoiced within thirty (30) days of receipt of the invoice. OWNER shall notify CONSULTANT of any disputed charge within thirty (30) days and CONSULTANT shall have ten (10) days to respond to OWNER. If the parties cannot resolve the dispute then the parties shall mediate as set forth in Paragraph 8 of Article 4 before resorting to any other remedy provided in this Agreement.
2. If the OWNER does not make undisputed monthly payments in full within 60 days from the receipt of an invoice, CONSULTANT may suspend performance of services, or to immediately terminate this Agreement in the event any undisputed invoice amount remains unpaid for ninety (90) days on the basis of non-performance on the part of the OWNER. When such progress payments are restored, CONSULTANT shall resume providing all agreed upon services.

ARTICLE 4 – GENERAL TERMS AND CONDITIONS

1. **COMMENCEMENT OF WORK.** The performance of CONSULTANT services described in Attachment A shall commence within 7 calendar days after receipt of an authorization from the OWNER by CONSULTANT.

2. **PROFESSIONAL STANDARDS AND WARRANTY.** The CONSULTANT warrants that it shall be responsible, to the level of competency, care and skill ordinarily maintained and used by practicing professionals who specialize in the provision of the services to be provided in the Agreement in the State of Georgia, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, professional advice and other services and materials furnished under this Agreement. If within twelve (12) month(s) after completion of services, Owner becomes aware of material deficiencies in the services provided, including design errors, including errors of omission as well as commission, or errors in the recommended scope of actions necessary to successfully implement the design or any construction improvements, implement remediative actions or construction contemplated by the design or otherwise demonstrate that said services fail to conform to the warranty, CONSULTANT shall perform the deficient services at no cost to the OWNER. This Warranty shall be in addition to and not in lieu of any liability or responsibilities; CONSULTANT may have for professional liability under any licensing statute or other law, ordinance, rule or regulation under federal, state or local law. CONSULTANT makes no other warranty, expressed or implied.
3. **PROJECT PROGRESS.** CONSULTANT services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion.
4. **PROJECT TIME.** Should completion of the services be delayed for cause(s) beyond CONSULTANT's responsible control, including force majeure, the time for performance shall be extended for a period mutually agreed upon by both parties.
5. **PROJECT DELAYS.** CONSULTANT will prepare drawings, specifications and/or reports in a timely manner and comply with schedule requirements requested by OWNER, but it is agreed between the parties to the Agreement that CONSULTANT cannot be responsible for delays occasioned by factors beyond CONSULTANT's control, nor by factors which could not reasonably have been foreseen at the time this Agreement was prepared and executed.

6. **LIMITATION OF LIABILITY.** Excluding CONSULTANT's liability for bodily injury or property damage of third parties, the total aggregate liability of CONSULTANT arising out the performance or breach of this Agreement, shall not exceed the greater of the compensation paid to CONSULTANT under this Agreement or \$1,000,000.00, whichever is greater. Notwithstanding any other provision of this Agreement, neither party shall have any liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit, operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth herein shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of the CONSULTANT, its employees, or sub-consultants.

7. **VENUE AND JURISDICTION.** This Agreement shall be deemed and executed in Gainesville, Georgia and shall be governed by and construed in accordance with the laws of the State of Georgia without regard to conflicts of law. CONSULTANT hereby submits to the jurisdiction of the Superior Court of Hall County, Georgia and will obtain and maintain an agent for services of process in the State of Georgia. Neither party will bring any action against the other party arising out of or relating to this Agreement in any forum or venue except the Superior Court of Hall County, Georgia. CONSULTANT irrevocably waives any present or future objections to such venue for any such legal action and irrevocably waives the right to bring any legal action in any other jurisdiction.

8. **DISPUTES.** Arbitration will not be allowed on this PROJECT. All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.

9. **ADDITIONAL SERVICES.** Services in addition to those specified and described in the Attachment A will be provided by the CONSULTANT if authorized in writing or otherwise confirmed by OWNER by written authorization including additional compensation. In the absence of an expressed agreement to the contrary, CONSULTANT shall be entitled to an equitable adjustment in compensation and schedule for performing

such additional services. Unless the Additional Services Authorization specifies otherwise, said Additional Services will be priced under the terms described in Attachment A.

10. **ASSIGNMENTS.** The OWNER and CONSULTANT each binds himself, itself and his partners, administrators and assigns to the other party of this Agreement, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the OWNER nor CONSULTANT shall assign their interest in this Agreement without the written consent of the other party. Upon expressed consent of the OWNER, CONSULTANT may enter into sub-contracts with respect to the services required by this Agreement but shall remain fully responsible to the OWNER in connection therewith. Nothing herein shall be construed as creating any personal liability on the part of any employee, servant, officer or agent of any public body which is or may be a party hereto.
11. **PERSONNEL.** CONSULTANT, an Equal Opportunity Employer, (including any agents, employees, sub-contractors, successors and assigns of CONSULTANT), now has or will secure at his own or its expense, personnel required to perform the services under this Agreement. Such personnel are not employees of, nor do they have any contractual relationship with the OWNER. CONSULTANT acknowledges responsibility for all federal, state, and local requirements for employers that apply to CONSULTANT.
12. **INSURANCE.** CONSULTANT shall, before commencing services on the PROJECT and during the performance of this Agreement, and as a condition of any payment for the PROJECT, keep in force insurance with the following requirements:
 - a) **Additional Insured:** The insurance policies required by this Agreement must be endorsed by forms CG 2010 and CG 2037 or their current equivalents and include “City of Gainesville, Georgia, its officers, elected or appointed officials, agents, employees, volunteers, and representatives” as Additional Insured with respect to work performed under the Agreement on an ongoing and completed operations basis. (This requirement does not apply to Worker’s Compensation, Employer’s Liability or Professional Liability coverage). A copy of each endorsement shall be provided prior to CONSULTANT commencing services on this project.

Blanket endorsements shall be accepted.

- b) CONSULTANT shall deliver to OWNER a certificate with signed declaration pages, or written proof that the attached declaration pages are a copy of the original declaration page and attached riders and endorsements which shows (i) that the OWNER is listed as an Additional Insured on the policy and (ii) which shows to the satisfaction of OWNER, that the required insurance is in force or that the policy(s) have not lapsed for nonpayment of premium. The Insurance Carrier(s) shall provide should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions to OWNER but with at least thirty (30) days' written notice to OWNER, if such coverage is available at a reasonable cost. Notice should be sent via certified mail, return receipt requested to Michael Graham, Project Manager and Kate Mattison, Director of the Recreation Board of the City of Gainesville, 830 Green Street NE, Gainesville, Georgia 30501. CONSULTANT shall deliver written notice of any such cancellation, modification or termination within twenty-four (24) hours of receiving any notice thereof. Failure by the CONSULTANT to deliver proof of insurance as provided in this paragraph, or notice as required in this paragraph, shall constitute a material substantial breach of this Agreement. All such documents shall be delivered directly to Michael Graham, Project Manager, as well as to the Director of the Recreation Board. Each of these documents which show the required insurance coverage shall be attached to each set of original Agreements when the documents are transmitted to the OWNER for final execution and approval as Attachment "B". If desired, the insurance carrier may redact the premium amount from the declaration page.
- c) Insurance is to be placed with duly licensed or approved non-admitted insurer in the state of Georgia with an "A.M. Best" rating of no less than A-VI. OWNER in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONSULTANT from potential insurer insolvency.
- d) The CONSULTANT shall not allow any subcontractor to commence any work on subcontractor's contract until all similar insurance required of the subcontractor has been so obtained and approved by the OWNER and CONSULTANT.
- e) The Certificates of Insurance, and any subsequent renewals, shall reference the

PROJECT.

f) Required Coverages:

(1) Worker's Compensation:

The CONSULTANT shall procure and shall maintain during the life of the Agreement, Worker's Compensation Insurance for all of CONSULTANT's employees to be engaged in services on the PROJECT under this Agreement, and in case any such services is sublet, the CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such services unless such employees are covered by the protection afforded by the CONSULTANT's Worker's Compensation Insurance. Worker's Compensation Insurance shall be in accordance with Georgia Law and include Broad Form All States Endorsement and Voluntary Compensation before commencing services on the project. Subcontractors shall provide a waiver of subrogation endorsement, form CG 2404 or its equivalent.

- Workers' Compensation: Statutory Limits

If self-insured, proof of filing with the State of Georgia and secured, set aside funds shall be required.

(2) Employer's Liability:

- \$1,000,000.00 each employee / each accident

If self-insured, proof of filing with the State of Georgia and secured, set aside funds shall be required.

(3) General Liability:

The CONSULTANT shall procure and shall maintain during the life of the Agreement, such Comprehensive General Liability and Broad Form Property Damage Insurance as shall protect the CONSULTANT and any subcontractor performing services covered by this Agreement from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Agreement, whether such operations are by the CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them. The coverage must be written on an occurrence form and the aggregate coverage on a "per project" basis for

ongoing and completed operations. A “per project” endorsement shall be issued that covers the City of Gainesville, Georgia. The insurance policies shall also be endorsed by forms CG 2010 and CG 2037 or their current equivalents and include “City of Gainesville, Georgia, its officers, elected or appointed officials, agents, employees, volunteers, and representatives” as Additional Insureds with respect to work performed under the Agreement on an ongoing and completed operations basis. A copy of each endorsement shall be provided prior to CONSULTANT commencing services on this project. Blanket endorsements shall be accepted. The coverage shall be primary and contributory in favor of the City. Subcontractors shall provide a waiver of subrogation endorsement, form CG 2404 or its equivalent on a per project basis.

The amount of insurance shall not be less than the following amounts:

- \$1,000,000.00 limit of liability per occurrence for bodily injury and property damage combined
- \$2,000,000.00 aggregate

(4) Automobile Liability:

The CONSULTANT shall procure and shall maintain during the life of the Agreement, Comprehensive Automobile Liability Insurance. The insurance shall include coverage for owned, non-owned and hired vehicles. The coverage must be written on an occurrence form. Additional Insured: The insurance policies required by this Agreement must be endorsed by form CG2048 or its current equivalent and include “City of Gainesville, Georgia, its officers, elected or appointed officials, agents, employees, volunteers, and representatives” as Additional Insured with respect to work performed under the Agreement on an ongoing and completed operations basis. The coverage shall be primary and contributory in favor of the City. Subcontractors shall provide a waiver of subrogation endorsement, form CA0444 or its equivalent. A copy of each endorsement shall be provided prior to CONSULTANT commencing services on this project.

Amounts shall not be less than the following:

- \$1,000,000.00 Combined Single Limit (CSL)

(5) Professional Liability:

Upon execution of this Agreement and during the entire period of CONSULTANT's responsibility under this Agreement, CONSULTANT shall maintain professional liability insurance as provided herein. Proof of professional liability insurance shall be provided to the City by consultant before commencing services on this project. CONSULTANT shall file with the OWNER the following, from an insurance company authorized to do business within the State of Georgia showing issuance of professional liability errors and omissions insurance which meets the requirements of subparagraphs 12(a), (b), (c), (d) and (e) with limits not less than:

\$1,000,000.00 per claim

13. **COST ESTIMATES.** Since CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over competitive bidding or market conditions, CONSULTANT's opinions of probable cost, are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as a qualified professional familiar with the industry; but CONSULTANT cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by CONSULTANT.

14. **CONSTRUCTION PHASE SERVICES.** If CONSULTANT is called upon to observe the work or to review submittals from OWNER's construction contractor(s) for the detection of defects or deficiencies in such work, CONSULTANT will not bear any responsibility or liability for such defects or deficiencies, if the work was not designed by the CONSULTANT but will bear responsibility or liability for the failure to detect any defect. If the work was designed by the CONSULTANT, CONSULTANT shall bear any responsibility or liability for defects or deficiencies of such work and for the failure to so detect any defect. CONSULTANT shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. CONSULTANT shall not assume any responsibility or liability for performance of the construction services or for the safety of persons and property during construction or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the

conduct of the construction services. CONSULTANT shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s).

15. **ELECTRONIC MEDIA.** CONSULTANT may deliver electronic copies of documents or data ("Electronic Files") in addition to printed copies ("Hard Copies") for the convenience of OWNER. OWNER, its consultants, contractors and sub-contractors may only rely on the Hard Copies furnished by CONSULTANT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. OWNER acknowledges that Electronic Files can be altered or modified without CONSULTANT's authorization, can become corrupted, and that errors can occur in the transmission of such Electronic Files.
16. **HAZARDOUS MATERIALS.** CONSULTANT shall not be responsible for Hazardous Materials at the PROJECT site unless the materials were brought to the PROJECT site by CONSULTANT, anyone employed by CONSULTANT, or anyone for whose acts CONSULTANT may be liable. Said materials shall include any Hazardous Materials existing on the PROJECT site as of the effective date of the Agreement, whether or not detected or discovered, unless otherwise so specified in Attachment A.
17. **INDEMNIFICATION.** CONSULTANT shall defend, hold harmless and indemnify OWNER and its agents, servants and employees from and against all claims, liabilities, damages, losses, costs, expenses (including consultants and attorneys' fees) arising out of third party claims provided that such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from and is caused by a negligence, recklessness or intentionally wrongful conduct of CONSULTANT, any sub-consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

If any and all claims against the OWNER or any of its agents or employees, by any employee of CONSULTANT, any sub-consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any sub-

consultant under worker's compensation acts, disability benefit acts or other employee benefits acts.

This indemnification and hold harmless obligation shall extend to cover any and all claims not covered by CONSULTANT's Protective Liability Insurance.

CONSULTANT's indemnification obligations under this Agreement shall not extend to any acts, errors or omissions of OWNER or OWNER's contractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

18. **OWNERSHIP OF WORK PRODUCT.**

a) Drawings, specifications and any and all other documents prepared by the CONSULTANT shall become and remain the property of the OWNER whether the project for which they are made is undertaken or completed, or not, upon payment by the OWNER for the CONSULTANT's services. The Owner's rights to use the documents in any manner related to this PROJECT, including, but not limited to completion of any planned construction, or any modifications, alterations, repairs, additions, renovations or expansions of the PROJECT at any time, is unlimited. The OWNER shall have no right to use the documents for any construction except as related to this PROJECT or for modifications, extensions, revisions or repairs to this PROJECT, nor to resell the documents to any third party.

b) The CONSULTANT shall be permitted to retain copies including reproducible copies of drawings and specifications for information and reference. The CONSULTANT shall retain its statutory and common law copyright in the documents to the extent that the documents would be used with any construction, project, resale of the documents, or other use not directly related to the PROJECT which is the subject of this Agreement, including the right to use the plans in projects not owned by the OWNER or to sell the plans to any third party.

c) If CADD technology is used by the CONSULTANT in connection with this PROJECT, CONSULTANT shall retain all right, title and interest in the CADD programs in such portions of electronic tapes, discs, and databases related to the CADD program and technology, but shall not be the owner of any drawings as stored or reproduced by said CADD technology except as stated herein. If OWNER wishes to obtain a copy of any electronic media containing portions of the Consultant's copyrighted databases pertaining to this PROJECT then CONSULTANT shall prepare electronic media and

deliver same to OWNER. CONSULTANT shall grant OWNER limited license to make a derivative work of the database for the purpose of recreating and producing copies of the plans and any other construction drawings or information contained on the disk. OWNER shall not reproduce or distribute or use the disk except as agreed. OWNER's rights to use the data for creating copies of the plans and drawings and other documents owned by OWNER for OWNER's own use is unlimited.

d) OWNER shall assume all responsibility for and agrees to indemnify, hold harmless and defend CONSULTANT from any and all liability, loss or damage, including reasonable attorney fees, for any use by OWNER of any plans, specifications, drawings, or CADD data, except as agreed or arising under this Agreement for the PROJECT defined herein. If OWNER uses the plans, specifications, drawings or CADD data for permitted uses of the OWNER but said plans, specifications, drawings or CADD data is modified by OWNER or any third party without prior review and approval by CONSULTANT, such use will be at the OWNER's sole risk and without liability or legal exposure to the CONSULTANT.

19. **TERMINATION.** The OWNER or CONSULTANT may terminate this Agreement at any time by providing a thirty-day (30) notice to the other party. If this Agreement is terminated, CONSULTANT shall be compensated for work actually performed and expenses incurred plus any profits earned up to date of termination. Notice of termination shall be given by the terminating party through certified mail, return receipt requested, to the principal office of the other party. The effective date of termination shall be 30 days after the date of receipt of the notice.

ARTICLE 5 – THE OWNER'S RESPONSIBILITIES

The OWNER shall:

1. Upon request from CONSULTANT, provide all criteria and full information as to its requirements for the PROJECT, including design objectives and constraint, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, which the OWNER will require to be included in the PROJECT.

2. Designate a person to act as its representative with respect to the services to be rendered under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT services in a timely manner.
3. Furnish to CONSULTANT all non-confidential technical data in its possession which it may lawfully release, including but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information required by CONSULTANT, all of which may be used and relied upon in performing services under this Agreement.
4. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
5. Examine all studies, reports, sketches, surveys, drawings, specifications, and other documents presented by CONSULTANT.
6. In addition to all costs incurred, as set forth in paragraphs 1 through 5, inclusive above, obtain and pay for, where applicable, the following:
 - (a) All costs of published advertisements for bids;
 - (b) All costs for obtaining permits and licenses that may be required of him by local, state, or federal authorities that are related to the PROJECT;
 - (c) All costs to insure necessary land, easements, and rights-of-way;

ARTICLE 6 – EXTENT OF AGREEMENT AND SEVERABILITY

This Agreement represents the entire and integrated agreement between the OWNER and CONSULTANT with respect to the subject matter of this Agreement and supersedes all prior understandings, negotiations, representations or agreements, written or oral contracts between OWNER and CONSULTANT respecting this PROJECT. This Agreement will be binding upon and inure to the benefit of OWNER and CONSULTANT and their respective successors and assigns.

If one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions shall not be impaired.

Continue on next page.

Executed the _____ day of _____, 20____, at Gainesville, Georgia.

APPROVED TO FORM BEFORE EXECUTION:

By: _____
Abbott S. Hayes, Jr., Attorney for the OWNER

OWNER: THE RECREATION BOARD OF THE CITY OF GAINESVILLE

By: _____

Name: Kate Mattison

Title: Director

WITNESS: By: _____

Name: Kristin Daniel

(SEAL)

Title: Secretary-Treasurer to the Board

CONSULTANT: FORESITE GROUP LLC

By: _____

Name: Jason Weckerly

Title: Practice Area Leader

ATTEST: By: _____

Name: _____

(Please Print)

(SEAL)

Title: _____

Note: If the CONSULTANT is a corporation, the Agreement shall be signed by the president or vice president, attested by the secretary and the corporate seal affixed. If the CONSULTANT is a partnership, the Agreement shall be signed in the partnership name by one of the partners, with indication that he or she is a general partner.

ATTACHMENT A

DETAILED SCOPE OF SERVICES

ATTACHMENT B

INSURANCE DOCUMENTS