

**Government Operations Committee  
Commission Report**

**SUBJECT:** Unified Leasing Policy Update

**DATE:** December 15, 2025

**PURPOSE:**

This report provides the Mayor and Commission with recommendations from the Government Operations Committee related to updating the Unified Leasing Policy (**Attachment #1**) to establish nonprofit lease pricing not dependent on the use of a Community Benefits Agreement.

**HISTORY:**

1. On June 2, 2020, the Mayor and Commission (M&C) adopted a Unified Leasing Policy (**Attachment #2**) as recommended by the Government Operations Committee (GOC). Following its adoption, the M&C opted not to fully implement the policy, as existing tenants raised concerns about using Community Benefits Agreements as a mechanism to reduce lease rates.
2. On February 7, 2023, Mayor Kelly Girtz assigned to the GOC "Update Community Benefits Agreement portion of Leasing Policy."
3. On April 4, 2023, the M&C approved an extension of the FY23 non-profit leases of \$1/year for an additional six months from expiration, or until December 31, 2023 for entities leasing Athens-Clarke County facilities.
4. On May 15, 2023, August 21, 2023, September 18, 2023, and October 23, 2023, the GOC reviewed and discussed information provided by Central Services Department and Attorney's Office staff.
5. On September 18, 2023, the GOC voted unanimously to recommend an amendment to the leases, extending existing terms through the remainder of this fiscal year while the Committee collected more information. The M&C approved this extension on November 7, 2023.
6. On October 23, 2023, the GOC voted unanimously to recommend an updated approach to non-profit lease pricing. This update proposed to use below market annual lease rates to eliminate the use of community benefits agreements, facility rental revenue share, and other tenant-based discounts.
7. On December 5, 2023, the M&C approved a motion to return the Unified Leasing Policy to the GOC for additional work.

8. On May 7, 2024, the M&C approved an extension of the FY25 non-profit leases of \$1/year, while the GOC continued work on this topic.
9. On March 4, 2025, the M&C approved an extension of the FY26 non-profit leases of \$1/year, while the GOC continued work on this topic.
10. On September 15, 2025, October 20, 2025, and December 15, 2025, the GOC reviewed and discussed information provided by Central Services Department and Attorney's Office staff as it pertained to potential changes to the Unified Leasing Policy.
11. On December 15, 2025, the GOC voted unanimously to recommend an updated approach to non-profit lease pricing, as documented in **Attachment #1**. This update uses a below market annual lease rate, with rate reductions for entities that can demonstrate substantial public benefits using up to 13 different factors. The GOC further requested that staff present this information to the full M&C during an upcoming work session.
12. On January 13, 2026, a M&C work session presentation was given to detail the proposed changes to the Unified Leasing Policy, as recommended by the GOC.

**RECOMMENDATIONS:**

The Government Operations Committee recommends that the Mayor and Commission:

- a. Approve an update to the Unified Leasing Policy, as shown in **Attachment #1**; and,
- b. Authorize the Mayor and appropriate staff to execute all necessary documents.

**ADDITIONAL INFORMATION/COMMENTS:**

1. A copy of grey shade edits detailing how the recommended policy differs from the current policy is available in **Attachment #3**.



Patrick Davenport, Chair  
Government Operations Committee

12/15/2025

Date

**ATTACHMENTS:**

- Attachment #1 – Unified Leasing Policy Update
- Attachment #2 – Unified Leasing Policy - Adopted 2020
- Attachment #3 – Unified Leasing Policy Update – Grey Shade Edits

- I.     SUBJECT:                     Unified Policy for the Long-Term Use of Public Facilities  
       FUNCTIONAL AREA:         All Entities Other Than the Unified Government of Athens-Clarke County.  
       POLICY NUMBER:           CSD-0005
  
- II.    Purpose  
       This policy establishes a unified leasing policy for ACCGov spaces as it relates to term, cost, and operating impacts.
  
- III.   Applicability  
       This policy applies to all structures owned by Athens-Clarke County Unified Government (ACCGov) that are leased or used by parties other than ACCGov on a regular basis. This policy does not apply to short-term rentals of public spaces and properties under formal use by Authorities of ACCGov, including but not limited to: the Athens-Clarke County Industrial Development Authority, the Airport Authority, the Athens Housing Authority, the Classic Center Authority, the Development Authority of the Unified Government of Athens-Clarke County, the Georgia Innovation Corridor Joint Development Authority, the Hospital Authority of Clarke County, and the Residential Care Facilities for Elderly Care Authority.
  
- IV.    Approval  
       All leases addressed by this policy are to be presented to, and approved by, the Mayor and Commission.
  
- V.     Leasing Period  
       Unless otherwise established in an existing agreement, an agreement with an ACCGov Authority, or requirement of the State or Federal Government, lease terms should run for a period of one year, starting on July 1 and running through June 30 of the following year. Leases established outside of this cycle will operate for a period between 180 days and 545 days to permit lease renewals to align with this cycle. When initiating a lease, the Mayor and Commission may approve up to four automatic renewal periods of one year so long as both parties agree. Under this circumstance, a lease will be presented back to the Mayor and Commission for approval after the terms of the automatic approvals are completed.
  
- VI.    Pricing
  - A.    Quasigovernmental Entities, State Agencies, and Federal Agencies  
       The Manager or his/her designee is permitted to negotiate lease terms, including pricing, on a case-by-case basis. Unless otherwise addressed elsewhere, this provision extends to quasigovernmental entities, including but not limited to Advantage Behavioral Health Systems, the Athens Regional Library System, and the Northeast Health District.
  - B.    Private For-Profit Entities  
       Leasing to for-profit entities may include agreements that are needed to grow and incubate businesses in support of the community's economic development objectives. Lease pricing for for-profit entities will either be set by:
    - 1.    An appraisal conducted by a 3rd party State Certified General Appraiser; or,
    - 2.    Using rates negotiated by the Manager or his/her designee, and approved by the Mayor and Commission, when it is established that below market terms are in the best interest of our economic development or workforce development objectives.
  - C.    All Other Entities

1. Pricing Methodology – Lease space will be priced at a flat rate per conditioned square foot. This rate may be periodically amended by the Mayor and Commission with revisions to the Fee Schedule as adopted in the annual budget. At the time of adoption of this policy, the flat rate is set at \$6.00 per square foot per year.
2. Substantial Public Benefit – Nonprofit entities that demonstrate a substantial public benefit by meeting 9 of 13 criteria will have their lease rates set at \$1 per year. Nonprofit entities that meet 6 of 13 criteria will have their lease rates discounted by 50% per year. The criteria for substantial public benefit include:
  - a. Active Registration: The organization is registered as a 501(c)(3) with the Internal Revenue Service and is registered as a nonprofit corporation in the State of Georgia.
  - b. Board Oversight: The organization can provide a list of the Board of Directors, that includes relevant names, roles, and terms.
  - c. Organizational Governance: The organization can provide a copy of bylaws that have been adopted or affirmed within the past five years.
  - d. Service Cost: The organization can provide an annual report, scholarship documents, program document, or affidavit that they have at least 3 significant programs that are offered at no cost to participants.
  - e. Programmatic Utilization: The organization demonstrates that at least 75% of the facility will be used to provide programs and services (i.e. not administration).
  - f. Facility Access: The organization provides evidence of a MOU with another agency or a public use policy that defines how the facility will be available to meet other community needs.
  - g. Facility Utilization: The organization demonstrates that the leased facility will be in use either directly, or via a formal agreement with community partners, for programs or services at least 25 hours per week.
  - h. Fiscal Stewardship: The organization can provide budget documents or meeting minutes indicating they adopt a budget on an annual basis.
  - i. Diversified Financial Support – The organization can demonstrate that at least 50% of their funding originates from sources not awarded by ACCGov, as determined by the most recent fiscal year or using a three-year average.
  - j. Financial Filings: The organization can provide evidence of filing Form 990 or a Form 1023 for the most recently completed tax year.
  - k. Fiscal Accountability: The organization receives annual audits or financial statements prepared by a 3<sup>rd</sup> party CPA.
  - l. Service Access: The organization provides evidence that they offer bilingual or ADA-accessible programs. In the context of ADA accessibility, the focus is programmatic and not based on facility access.
  - m. Performance Transparency: The organization prepares and shares annual summaries of organizational outcomes.

## VII. Other Considerations

- A. Utilities - ACCGov does not pay or contribute to the utility bills for leased spaces. Utilities will be prorated in facilities that are shared with ACCGov operations or other tenants.
- B. Facility Maintenance

1. Covered Facilities – As a part of a standard lease, ACCGov or its contractors will cover the maintenance for roofing, HVAC, plumbing, electrical systems, fire suppression systems, elevators, the building envelope (including siding, exterior doors, and windows), paint, and flooring. These items will be maintained at a frequency and quality of other ACCGov buildings.
  2. Other Improvements – As a part of a standard lease, ACCGov does not provide for the maintenance of items like appliances, interior furnishings, office equipment, security equipment, telecommunications and IT equipment, fountains, out-of-cycle replacement of paint, flooring, or the use of above average finishes, or other elements not critical to maintaining a building's lifespan. When a tenant wishes to improve non-essential building elements or replace paint and flooring outside of the ACCGov facility lifecycle process, they may do so if the project is approved by the Manager or his/her designee and the work is paid for by the tenant and completed by the ACCGov Central Services Department and/or their approved contractor.
  3. Damages – ACCGov may, at the recommendation of the Central Services Director and approval of the Manager, seek to recover full or partial costs to repair damages resulting from negligence, carelessness, abuse, or use of the property outside of the provisions of the lease terms.
- C. Short Term Leases for \$1 - From time to time, the Mayor and Commission may seek to award short-term (less than 367 days) leases of properties and/or structures for \$1 when these arrangements are being used to substantially improve or restore a property, and the lease to a third party enables ACCGov to gain access to new or enhanced funding opportunities. Generally, lessees should not occupy a space when it is being leased under this provision.
- D. Capital Investments by Tenant – The Manager may recommend the Mayor and Commission consider partial, full, or multi year lease abatement when tenants make capital investments in facilities that meet the following provisions:
1. The investment offsets a direct upcoming capital cost for lifecycle items such as roofing, flooring, HVAC, boilers, landscaping, parking pavement, or similar;
  2. The scope and methods of implementing the investments have been reviewed and approved by Central Services;
  3. The implementation of the investments is either done by Central Services or by an entity approved by Central Services; and,
  4. The maximum amount of the recommended lease reduction is proportional to the costs offset for ACCGov.
- E. Rental Revenue Share – When a non-profit, quasigovernment, or governmental user of a facility generates more than \$3,600/year from space or events rentals at the ACCGov facility, there will be a 10% revenue share with ACCGov. This revenue share will be applied in addition to any other facility lease rates or accelerated wear and tear cost recovery fees applied in the lease.
- F. Failure for Payment - If a tenant falls substantially behind in rent payments (more than 90 days), ACCGov may move to enact the following provisions to an extent that is consistent with state and federal laws:
1. Decline to renew or extend the lease at the time of its natural expiration;
  2. Initiate legal proceedings to evict the tenant after providing adequate notice; and/or,
  3. Initiate legal proceedings to turn the past due rent and documented damages over to a collection agency.

**Attachment 1 - ACCGov Lease Space Pricing Examples for “Other” Entities (Sec VI-C)**

| <b>Building Name</b>                        | <b>Location</b>      | <b>Ft2</b> | <b>Base Cost<br/>(@\$6/ft.)</b> | <b>Moderate Community<br/>Benefit Cost<br/>(meeting x of x criteria)</b> | <b>Substantial Community<br/>Benefit Cost<br/>(meeting x of x criteria)</b> |
|---|----------------------|------------|---------------------------------|--|---|
| Athens Neighborhood Theater                 | 115 Grady Ave.       | 3,391      | \$20,346                        | \$10,173   | \$1   |
| Brumby House                                | 280 E. Dougherty St. | 3,381      | \$20,286                        | \$10,143   | \$1   |
| College Avenue Deck – Suite A               | 285 College Ave.     | 2,460      | \$14,760                        | \$7,380  | \$1   |
| College Avenue Deck – Suite B               | 287 College Ave.     | 1,180      | \$7,080                         | \$3,540  | \$1   |
| College Avenue Deck – Suite C               | 289 College Ave.     | 900        | \$5,400                         | \$2,700  | \$1   |
| Miriam Moore Center – Health Service Center | 402 McKinley Dr.     | 9,132      | \$54,792                        | \$27,396   | \$1   |
| Miriam Moore Center – Suite A               | 410 McKinley Dr.     | 2,822      | \$16,932                        | \$8,466  | \$1   |
| Miriam Moore Center – Suite B               | 410 McKinley Dr.     | 3,883      | \$23,298                        | \$11,649   | \$1   |
| Miriam Moore Center – Suite C               | 410 McKinley Dr.     | 1,137      | \$6,822                         | \$3,411  | \$1   |
| North Avenue Building – North Wing          | 250 North Ave.       | 17,762     | \$106,572                       | \$53,286   | \$1   |
| Old Fire Hall #2                            | 489 Prince Ave.      | 2,862      | \$17,172                        | \$8,586  | \$1   |
| Taylor-Grady House                          | 634 Prince Ave.      | 12,320     | \$73,920                        | \$36,960   | \$1   |
| The Cottage                                 | 3019 Lexington Rd.   | 3,369      | \$20,214                        | \$12,128   | \$1   |
| West Broad Service Center                   | 300 Henderson Ext.   | 1,611      | \$9,666                         | \$4,833  | \$1   |

## Attachment #2 - Unified Leasing Policy - Adopted 2020

- I.    SUBJECT:                   Establishing a Unified Policy for the Long-Term Use of Public Facilities.  
      FUNCTIONAL AREA:       All Entities Other Than the Unified Government of Athens-Clarke County.  
      POLICY NUMBER:         CSD-0005
  
- II.   Purpose  
      This policy establishes a unified leasing policy for ACCGov spaces as it relates to term, cost, and operating impacts.
  
- III.   Applicability  
      This policy applies to all structures owned by Athens-Clarke County Unified Government (ACCGov) that are leased or used by parties other than ACCGov on a regular basis. This policy does not apply to short-term rentals of public spaces and properties under formal use by Authorities of ACCGov, including but not limited to: the Athens-Clarke County Industrial Development Authority, the Airport Authority, the Athens Housing Authority, the Classic Center Authority, the Development Authority of the Unified Government of Athens-Clarke County, the Georgia Innovation Corridor Joint Development Authority, the Hospital Authority of Clarke County, and the Residential Care Facilities for Elderly Care Authority.
  
- IV.   Approval  
      All leases addressed by this policy are to be presented to, and approved by, the Mayor and Commission.
  
- V.    Leasing Period  
      Unless otherwise established in an existing agreement, an agreement with an ACCGov Authority, or requirement of the State or Federal Government, lease terms should run for a period of one year, starting on July 1 and running through June 30 of the following year. Leases established outside of this cycle will operate for a period between 180 days and 545 days to permit lease renewals to align with this cycle. When initiating a lease, the Mayor and Commission may approve up to four automatic renewal periods of one year so long as both parties agree. Under this circumstance, a lease will be presented back to the Mayor and Commission for approval after the terms of the automatic approvals are completed.
  
- VI.   Pricing
  - A.   State and Federal Agencies  
      The Manager or his/her designee is permitted to negotiate lease terms, including pricing, on a case-by-case basis.
  - B.   Private For-Profit Entities  
      Leasing to for-profit entities may include agreements that are needed to grow and incubate businesses in support of the community's economic development objectives. Lease pricing for for-profit entities will either be set by:
    - 1.   An appraisal conducted by a 3rd party State Certified General Appraiser; or,
    - 2.   Using rates negotiated by the Manager or his/her designee, and approved by the Mayor and Commission, when it is established that below market terms are in the best interest of our economic development or workforce development objectives.
  - C.   All Other Entities
    - 1.   Over Arching Pricing Policy



- a. Entities Receiving Significant Independent Agency Funding - ACCGov provides some community organizations with independent agency funding as a part of the annual budgeting process. When this funding exceeds \$59,999/year (the average market rate for an ACCGov space at the time of this policy), lease rates will be set at \$1/year.
- b. Ability to Pay - No entity will pay more than 25% of their average annual income to lease an ACCGov facility. Entities wishing to receive a reduced lease rate under the terms of this clause shall submit:
  - i. The three most recent years of IRS tax filings;
  - ii. The three most recent years of profit and loss statements prepared and endorsed by a Certified Public Accountant; or,
  - iii. Entities younger than three years in age can submit a signed affidavit stating projected annual income and expenses for the first three years of operation at the leased facility.

The lease rate is capped at 25% of the three-year average gross income as listed on these statements. When this option is used, the period of the initial lease and automatic renewals should not exceed three years.

2. Pricing Methodology – Examples of existing lease space pricing can be found in **Attachment #1**. Aside from the overarching pricing provisions listed in the section above, the annual rent for ACCGov leases will be as follows:

**Annual Lease Rate** = ((Building Conditioned ft<sup>2</sup> x Location Price) x Size Factor x Type Factor x Landscape Factor) x Agency Funding Factor x Community Benefits Factor

- a. Location Pricing - Location pricing is established using market rates of various locations in town. These rates are as follows:
  - i. Downtown: properties located in the boundaries of the Athens-Downtown Development Authority will have a base price set at **\$19.00/ft<sup>2</sup>** of conditioned space.
  - ii. Neighborhood Revitalizations Strategy Areas: properties located within the boundaries of an approved Neighborhood Revitalization Strategy Area will have a base price set at **\$5.00/ft<sup>2</sup>** of conditioned space.
  - iii. All Other Areas: properties located in areas outside of the boundaries listed above in sections VI-C-2-a-i and ii will have a base price set at **\$15.00/ft<sup>2</sup>** of conditioned space.
- b. Modifying Factors - The following factors will be used to modify the location pricing using the formula listed above under Section VI-C-2:
  - i. Lease Space Size
    1. Conditioned spaces equal or less than 1,200 ft<sup>2</sup> will apply a modifying factor of **1.0**.
    2. Conditioned spaces between 1,201 ft<sup>2</sup> and 4,999 ft<sup>2</sup> will apply a modifying factor of **0.8**.
    3. Conditioned spaces equal or greater than 5,000 ft<sup>2</sup> will apply a modifying factor of **0.75**.
  - ii. Lease Space Type
    1. Leases for the entirety of stand-alone buildings will have a modifying factor of **1.0**.
    2. Leases of partial spaces within a building will have a modifying factor of **0.8**.
  - iii. Landscape Service
    1. Properties that do not receive routine landscape services outside of the right-of-way will have a modifying factor of **0.9**.



2. Properties that receive routine landscape service, consistent with that applied to the average ACCGov facility will have a modifying factor of **1.0**.
  3. Properties with high intensity landscapes, such as ornamental gardens or public park spaces, will have a modifying factor of **1.1**.
- iv. Agency Funding
1. Tenants who receive between \$1 and \$59,000/year of independent agency funding from the ACCGov in the annual budget will have a modifying factor of **0.75**.
  2. Tenants who do not receive annual independent agency funding from ACCGov will have a modifying factor of **1.0**.
- v. Community Benefits Agreement - Prospective tenants who provide substantial public benefits to the community may opt to submit a draft community benefits agreement at the time of lease renewal using **Attachment 2**.
1. Modifying Factors
    - a. Tenants who have a community benefits agreement adopted by the Mayor and Commission at the time of lease renewal will have a modifying factor of **0.2**.
    - b. Tenants who do not submit a community benefits agreement, or who have a community benefits agreement that is not approved by the Mayor and Commission will have a modifying factor of **1.0**.
  2. Process
    - a. At the time of the initial lease or lease renewal, the Manager or his/her designee will work collaboratively with the prospective tenant to develop a community benefits agreement that uses measurable objectives to articulate how the tenant will help support the Mayor and Commission's strategic goals.
    - b. If adopted, the Manager will share annual progress reports submitted by the tenant at the time of each mutually agreeable one year lease extension.
    - c. At the time a tenant with an existing adopted community benefits agreement wishes to submit for a major extension of their lease while retaining the rent reduction from participating in the community benefits agreement, they will submit:
      - i. Documentation on how they worked to achieve the terms outlined in the previous community benefits agreement; and
      - ii. A draft for an updated community benefits agreement as outlined above in Section VII-C-2-vi-2-a.

VII. Other Considerations

- A. Utilities - ACCGov does not pay or contribute to the utility bills for leased spaces. Utilities will be prorated in facilities that are shared with ACCGov operations or other tenants.
- B. Facility Maintenance
1. Covered Facilities – As a part of a standard lease, ACCGov or its contractors will cover the maintenance for roofing, HVAC, plumbing, electrical systems, fire suppression systems, elevators, the building envelope (including siding, exterior doors, and windows), paint, and flooring. These items will be maintained at a frequency and quality of other ACCGov buildings.
  2. Other Improvements – As a part of a standard lease, ACCGov does not provide for the maintenance of items like appliances, interior furnishings, office equipment, security equipment, telecommunications and IT equipment, fountains, out-of-cycle replacement of paint, flooring, or the use of above average finishes, or other elements not critical to maintaining a building's lifespan. When a tenant wishes to improve non-essential building elements or replace paint and flooring outside of the ACCGov facility lifecycle process, they may do so if the project is approved by the Manager or his/her designee and the work is paid for by the tenant and completed by the ACCGov Central Services Department and/or their approved contractor.
  3. Accelerated Wear and Tear – ACCGov may seek to recover maintenance contributions from the tenant when their use of the facility is projected to shorten the lifecycle of facility equipment through increased use. Examples of increased uses that cause wear and tear include: active use of a space more than 60 hours/week, or spaces with the primary purpose for residential uses, personal care homes, boarding houses or dormitories, indoor agriculture, restaurants or food processing, kennels or animal care facilities, daycares or schools, clinics or medical centers, and rehabilitation facilities. The cost share rate and recovery process for accelerated wear and tear is in addition to the lease rates and shall be incorporated into the legal lease at the time of approval by the Mayor and Commission.

Guidelines for cost share recovery under accelerated wear and tear are found in the table below:

| Facility Use  | Average Weekly Utilization (hours) |         |        |
|---|------------------------------------|---------|--------|
|   | 0-59                               | 60 - 84 | 85-168 |
| Residential/Personal Care Home/Boarding House/Dormitory | 0-25%                              | 0-25%   | 0-100% |
| Indoor Agriculture                                      | 0-25%                              | 25-50%  | 0-100% |
| Restaurant/Food Service/Food Processing                 | 0-50%                              | 0-100%  | 0-100% |
| Kennel/Animal Care Facility                             | 0-50%                              | 0-50%   | 0-75%  |
| Daycare/School  | 0-25%                              | 0-25%   | 0-50%  |
| Clinic/Rehabilitation Center/ Medical Center            | 0-25%                              | 0-25%   | 0-50%  |
| Other   | 0%                                 | 0-25%   | 0-50%  |

4. Normal Wear and Tear – Aside from the items outlined in Sec VII-B-3 above, ACCGov does not seek to recover the maintenance costs associated with facility deterioration from the intended use of the facility. This does not include deterioration resulting from negligence, carelessness, or abuse of the property by the tenant.



5. The Central Services Director shall make the final call when determining if a building improvement is classified as a Covered Facility or as an Other Improvement, or if a lease will need to qualify for accelerated wear and tear.
- C. Short Term Leases for \$1 - From time to time, the Mayor and Commission may seek to award short-term (less than 367 days) leases of properties and/or structures for \$1 when these arrangements are being used to substantially improve or restore a property, and the lease to a third party enables ACCGov to gain access to new or enhanced funding opportunities. Generally, lessees should not occupy a space when it is being leased under this provision.
- D. Rental Revenue Share – When a non-profit, quasigovernment, or governmental user of a facility generates more than \$3,600/year from space or events rentals at the ACCGov facility, there will be a 10% revenue share with ACCGov. This revenue share will be applied in addition to any other facility lease rates or accelerated wear and tear cost recovery fees applied in the lease.
- E. Failure for Payment - If a tenant falls substantially behind in rent payments (more than 90 days), ACCGov may move to enact the following provisions to an extent that is consistent with state and federal laws:
1. Decline to renew or extend the lease at the time of its natural expiration;
  2. Initiate legal proceedings to evict the tenant after providing adequate notice; and/or,
  3. Initiate legal proceedings to turn the past due rent and documented damages over to a collection agency.

**EXCEPTIONS:**

Any and all exceptions to this policy must be approved by the Mayor & Commission of the Unified Government of Athens-Clarke County.

Recommended by:  Date: 4/23/2020  
Andrew Saunders  
Central Services Director

Approved by: The Government Operations Committee Date: 4/23/2020

Approved by the  
Mayor & Commission:  Date: 6-2-2020  
Jean Spratlin  
Clerk of Commission

Effective Date: 6-2-2020

**Attachment 1 - ACCGov Lease Space Pricing Examples for "Other" Entities (Sec V-C)**

| <b>Building Name</b>                           | <b>Location<br/>(Type)</b>         | <b>Ft<sup>2</sup></b> | <b>Lease Space<br/>Size</b> | <b>Lease<br/>Space<br/>Type</b> | <b>Landscape<br/>Service</b> | <b>Preliminary<br/>Location<br/>Cost*</b> |
|--|------------------------------------|-----------------------|-----------------------------|---------------------------------|------------------------------|---|
| Athens Neighborhood Theater                    | 115 Grady Ave.<br>(Other)          | 3,391                 | Stand Alone                 | Medium                          | Typical                      | \$40,692                                  |
|  | \$15.00/ft <sup>2</sup>            |                       | 1.00                        | 0.80                            | 1.00                         |   |
| Athens Regional Library                        | 2025 Baxter St.<br>(Other)         | 85,440                | Stand Alone                 | Large                           | Typical                      | \$961,200                                 |
|  | \$15.00/ft <sup>2</sup>            |                       | 1.00                        | 0.75                            | 1.00                         |   |
| Brumby House                                   | 280 E. Dougherty St.<br>(Downtown) | 3,381                 | Stand Alone                 | Medium                          | High<br>Intensity            | \$56,530                                  |
|  | \$19.00/ft <sup>2</sup>            |                       | 1.00                        | 0.80                            | 1.10                         |   |
| Central Medical Services Complex               | 345 N. Harris St.<br>(NRSA)        | 26,040                | Stand Alone                 | Large                           | Typical                      | \$97,650                                  |
|  | \$5.00/ft <sup>2</sup>             |                       | 1.00                        | 0.75                            | 1.00                         |   |
| College Avenue Deck (Space B)                  | 287 College Ave.<br>(Downtown)     | 1,180                 | Multi-Tenant                | Small                           | None                         | \$16,142                                  |
|  | \$19.00/ft <sup>2</sup>            |                       | 0.80                        | 1.00                            | 0.90                         |   |
| Miriam Moore Center – Health Service<br>Center | 402 McKinley Dr.<br>(NRSA)         | 5,150                 | Stand Alone                 | Large                           | Typical                      | \$19,312                                  |
|  | \$5.00/ft <sup>2</sup>             |                       | 1.00                        | 0.75                            | 1.00                         |   |
| Miriam Moore Center – Suite A                  | 410 McKinley Dr.<br>(NRSA)         | 2,822                 | Multi-Tenant                | Medium                          | Typical                      | \$9,030                                   |
|  | \$5.00/ft <sup>2</sup>             |                       | 0.80                        | 0.80                            | 1.00                         |   |
| Miriam Moore Center – Suite B                  | 410 McKinley Dr.<br>(NRSA)         | 3,883                 | Multi-Tenant                | Medium                          | Typical                      | \$12,426                                  |
|  | \$5.00/ft <sup>2</sup>             |                       | 0.80                        | 0.80                            | 1.00                         |   |
| Miriam Moore Center – Suite C                  | 410 McKinley Dr.<br>(NRSA)         | 1,137                 | Multi-Tenant                | Small                           | Typical                      | \$4,548                                   |
|  | \$5.00/ft <sup>2</sup>             |                       | 0.80                        | 1.00                            | 1.00                         |   |

| Building Name                      | Location (Type)            | Ft <sup>2</sup> | Lease Space Size | Lease Space Type | Landscape Service | Preliminary Location Cost* |
|------------------------------------|----------------------------|-----------------|------------------|------------------|-------------------|----------------------------|
| North Avenue Building – North Wing | 250 North Ave. (NRSA)      | 17,762          | Multi-Tenant     | Large            | Typical           | \$53,286                   |
|                                    | \$5.00/ft <sup>2</sup>     |                 | 0.80             | 0.75             | 1.00              |                            |
| Old Fire Hall #2                   | 489 Prince Ave. (NRSA)     | 2,862           | Stand Alone      | Medium           | None              | \$10,296                   |
|                                    | \$5.00/ft <sup>2</sup>     |                 | 1.00             | 0.80             | 0.90              |                            |
| Taylor-Grady House                 | 634 Prince Ave. (Other)    | 12,320          | Stand Alone      | Large            | High Intensity    | \$152,460                  |
|                                    | \$15.00/ft <sup>2</sup>    |                 | 1.00             | 0.75             | 1.10              |                            |
| The Cottage                        | 3019 Lexington Rd. (Other) | 3,369           | Stand Alone      | Medium           | Typical           | \$40,428                   |
|                                    | \$15.00/ft <sup>2</sup>    |                 | 1.00             | 0.80             | 1.00              |                            |
| West Broad Service Center          | 300 Henderson Ext. (NRSA)  | 1,611           | Stand Alone      | Medium           | None              | \$5,800                    |
|                                    | \$5.00/ft <sup>2</sup>     |                 | 1.00             | 0.80             | 0.90              |                            |

**\* Final Leases Rates are Determined by the Following Factors**

1. Agency Funding - Tenants who receive more than \$60,000 in annual Independent Agency funding from ACCGov will have their leases set at \$1. Tenants who receive annual Independent Agency Funding between \$1 and \$59,000 will receive a 25% annual lease rate reduction (0.75 factor).
2. Community Benefits Agreements – Tenants who submit and receive Mayor and Commission approval of a community benefits agreement will receive an 80% annual lease rate reduction (0.20 factor).
3. Ability to Pay – Regardless of the calculated lease prices, “Other” tenants will not have to pay more than 25% of their average annual income to lease ACCGov space

## **Attachment 2 - Community Benefits Agreement Template**

### **Unified Government of Athens-Clarke County Community Benefits Agreement Outline**

1. Proposed Facility and Lease Term
  2. Agency/Tenant Group
  3. Mission Statement
  4. Goals
    - a. Healthy, Livable, Sustainable Athens-Clarke County
    - b. Transportation Mobility and Connectivity
    - c. Shared Prosperity
    - d. Safe and Prepared Community
    - e. Informed and Engaged Citizens
    - f. Accountable and Responsive Government
    - g. Other
  5. Objectives/Performance Measurements Tied to Goals
  6. Services Provided at this Facility
  7. Estimated # of Athens-Clarke County Residents Served
  8. Annual Lease Rate Reduction if CBA is Approved by the Mayor & Commission
  9. Annual Reporting Requirements
-



**Unified Government of Athens-Clarke County**  
**Lease Application**

|   |
|---|
| Applicant:  |
| Desired Facility Name & Location:   |
| Applicant Contact Information:<br><br>_____<br><br>_____  |
| Applicant Type:<br><br><div style="display: flex; justify-content: space-between; margin-top: 10px;"><span><input type="checkbox"/> Private, For-Profit Entity</span><span><input type="checkbox"/> Federal, State, Local Government</span><span><input type="checkbox"/> Other</span></div>    |
| Applicant History:<br><br>_____<br><br>_____<br><br>_____<br><br>_____  |
| Does your organization current receive annual Independent Agency Funding from the Athens-Clarke County Unified Government? If so, how much and for how long?<br><br>_____<br><br>_____  |
| Note: Annual leases for entities receiving more than \$60,000 in annual Independent Agency Funding from the Athens-Clarke County Unified Government is set at \$1. A 25% annual lease reduction is provided to other entities who receive annual Independent Agency Funding less than \$60,000. |
| What services will you provide at the facility?<br><br>_____<br><br>_____<br><br>_____<br><br>_____<br><br>_____<br><br>_____   |

Who are your customers? Please provide estimated demographics and numbers.

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Do you intend to generate more than \$3,600/year from offering space or events rentals at this facility? If yes, please explain.

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How will your use of this space have a cultural and/or economical impact for citizens of Athens-Clarke County?

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Will you be using the facility for any of the following purposes?

- ☐ Residential Use   ☐ Personal Care Home   ☐ Boarding House or Dormitory   ☐ Restaurant  
☐ Indoor Agriculture   ☐ Food Processing   ☐ Kennel or Animal Care Facility   ☐ Daycare  
☐ School   ☐ Clinic or Medical Center   ☐ Rehabilitation Facility

How many hours per week do you intend to occupy the facility?

Annual lease rates for non-profit and quasigovernment agency use of Athens-Clarke County Unified Government facilities are capped at 25% of the tenant's average annual income. Would you like to be considered for an annual lease rate reduction under this provision?

- ☐ Yes                      ☐ No

☐ Yes ☐ No

How does your mission, goals, and services align with these goals?

This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Title:

Date:

- I. SUBJECT: Establishing a Unified Policy for the Long-Term Use of Public Facilities.  
FUNCTIONAL AREA: All Entities Other Than the Unified Government of Athens-Clarke County.  
POLICY NUMBER: CSD-0005
- II. Purpose  
This policy establishes a unified leasing policy for ACCGov spaces as it relates to term, cost, and operating impacts.
- III. Applicability  
This policy applies to all structures owned by Athens-Clarke County Unified Government (ACCGov) that are leased or used by parties other than ACCGov on a regular basis. This policy does not apply to short-term rentals of public spaces and properties under formal use by Authorities of ACCGov, including but not limited to: the Athens-Clarke County Industrial Development Authority, the Airport Authority, the Athens Housing Authority, the Classic Center Authority, the Development Authority of the Unified Government of Athens-Clarke County, the Georgia Innovation Corridor Joint Development Authority, the Hospital Authority of Clarke County, and the Residential Care Facilities for Elderly Care Authority.
- IV. Approval  
All leases addressed by this policy are to be presented to, and approved by, the Mayor and Commission.
- V. Leasing Period  
Unless otherwise established in an existing agreement, an agreement with an ACCGov Authority, or requirement of the State or Federal Government, lease terms should run for a period of one year, starting on July 1 and running through June 30 of the following year. Leases established outside of this cycle will operate for a period between 180 days and 545 days to permit lease renewals to align with this cycle. When initiating a lease, the Mayor and Commission may approve up to four automatic renewal periods of one year so long as both parties agree. Under this circumstance, a lease will be presented back to the Mayor and Commission for approval after the terms of the automatic approvals are completed.
- VI. Pricing
  - A. Quasigovernmental Entities, State Agencies, and Federal Agencies  
The Manager or his/her designee is permitted to negotiate lease terms, including pricing, on a case-by-case basis. Unless otherwise addressed elsewhere, this provision extends to quasigovernmental entities, including but not limited to Advantage Behavioral Health Systems, the Athens Regional Library System, and the Northeast Health District.
  - B. Private For-Profit Entities  
Leasing to for-profit entities may include agreements that are needed to grow and incubate businesses in support of the community's economic development objectives. Lease pricing for for-profit entities will either be set by:
    - 1. An appraisal conducted by a 3rd party State Certified General Appraiser; or,
    - 2. Using rates negotiated by the Manager or his/her designee, and approved by the Mayor and Commission, when it is established that below market terms are in the best interest of our economic development or workforce development objectives.
  - C. All Other Entities

1. Pricing Methodology – Lease space will be priced at a flat rate per conditioned square foot. This rate may be periodically amended by the Mayor and Commission with revisions to the Fee Schedule as adopted in the annual budget. At the time of adoption of this policy, the flat rate is set at \$6.00 per square foot per year.
2. Substantial Public Benefit – Nonprofit entities that demonstrate a substantial public benefit by meeting 9 of 13 criteria will have their lease rates set at \$1 per year. Nonprofit entities that meet 6 of 13 criteria will have their lease rates discounted by 50% per year. The criteria for substantial public benefit include:
  - a. Active Registration: The organization is registered as a 501(c)(3) with the Internal Revenue Service and is registered as a nonprofit corporation in the State of Georgia.
  - b. Board Oversight: The organization can provide a list of the Board of Directors, that includes relevant names, roles, and terms.
  - c. Organizational Governance: The organization can provide a copy of bylaws that have been adopted or affirmed within the past five years.
  - d. Service Cost: The organization can provide an annual report, scholarship documents, program document, or affidavit that they have at least 3 significant programs that are offered at no cost to participants.
  - e. Programmatic Utilization: The organization demonstrates that at least 75% of the facility will be used to provide programs and services (i.e. not administration).
  - f. Facility Access: The organization provides evidence of a MOU with another agency or a public use policy that defines how the facility will be available to meet other community needs.
  - g. Facility Utilization: The organization demonstrates that the leased facility will be in use either directly, or via a formal agreement with community partners, for programs or services at least 25 hours per week.
  - h. Fiscal Stewardship: The organization can provide budget documents or meeting minutes indicating they adopt a budget on an annual basis.
  - i. Diversified Financial Support – The organization can demonstrate that at least 50% of their funding originates from sources not awarded by ACCGov, as determined by the most recent fiscal year or using a three-year average.
  - j. Financial Filings: The organization can provide evidence of filing Form 990 or a Form 1023 for the most recently completed tax year.
  - k. Fiscal Accountability: The organization receives annual audits or financial statements prepared by a 3<sup>rd</sup> party CPA.
  - l. Service Access: The organization provides evidence that they offer bilingual or ADA-accessible programs. In the context of ADA accessibility, the focus is programmatic and not based on facility access.
  - m. Performance Transparency: The organization prepares and shares annual summaries of organizational outcomes.

1. ~~Over Arching Pricing Policy~~

- ~~a. Entities Receiving Significant Independent Agency Funding – ACCGov provides some community organizations with independent agency funding as a part of the annual budgeting process.~~

When this funding exceeds \$59,999/year (the average market rate for an ACCGov space at the time of this policy), lease rates will be set at \$1/year.

- b. ~~Ability to Pay~~—No entity will pay more than 25% of their average annual income to lease an ACCGov facility. Entities wishing to receive a reduced lease rate under the terms of this clause shall submit:
- i. ~~The three most recent years of IRS tax filings;~~
  - ii. ~~The three most recent years of profit and loss statements prepared and endorsed by a Certified Public Accountant; or,~~
  - iii. ~~Entities younger than three years in age can submit a signed affidavit stating projected annual income and expenses for the first three years of operation at the leased facility.~~

The lease rate is capped at 25% of the three-year average gross income as listed on these statements. When this option is used, the period of the initial lease and automatic renewals should not exceed three years.

2. ~~Pricing Methodology~~—Examples of existing lease space pricing can be found in **Attachment #1**. Aside from the overarching pricing provisions listed in the section above, the annual rent for ACCGov leases will be as follows:

**Annual Lease Rate** = ((Building Conditioned ft<sup>2</sup> x Location Price) x Size Factor x Type Factor x Landscape Factor) x Agency Funding Factor x Community Benefits Factor

- a. ~~Location Pricing~~—Location pricing is established using market rates of various locations in town. These rates are as follows:
- i. ~~Downtown:~~ properties located in the boundaries of the Athens-Downtown Development Authority will have a base price set at **\$19.00/ft<sup>2</sup>** of conditioned space.
  - ii. ~~Neighborhood Revitalizations Strategy Areas:~~ properties located within the boundaries of an approved Neighborhood Revitalization Strategy Area will have a base price set at **\$5.00/ft<sup>2</sup>** of conditioned space.
  - iii. ~~All Other Areas:~~ properties located in areas outside of the boundaries listed above in sections VI-C-2-a i and ii will have a base price set at **\$15.00/ft<sup>2</sup>** of conditioned space.
- b. ~~Modifying Factors~~—The following factors will be used to modify the location pricing using the formula listed above under Section VI-C-2:
- i. ~~Lease Space Size~~
    1. ~~Conditioned spaces equal or less than 1,200 ft<sup>2</sup> will apply a modifying factor of 1.0.~~
    2. ~~Conditioned spaces between 1,201 ft<sup>2</sup> and 4,999 ft<sup>2</sup> will apply a modifying factor of 0.8.~~
    3. ~~Conditioned spaces equal or greater than 5,000 ft<sup>2</sup> will apply a modifying factor of 0.75.~~
  - ii. ~~Lease Space Type~~
    1. ~~Leases for the entirety of stand-alone buildings will have a modifying factor of 1.0.~~
    2. ~~Leases of partial spaces within a building will have a modifying factor of 0.8.~~
  - iii. ~~Landscape Service~~
    1. ~~Properties that do not receive routine landscape services outside of the right-of-way will have a modifying factor of 0.9.~~
    2. ~~Properties that receive routine landscape service, consistent with that applied to the average ACCGov facility will have a modifying factor of 1.0.~~



- ~~3. Properties with high intensity landscapes, such as ornamental gardens or public park spaces, will have a modifying factor of **1.1**.~~
- ~~iv. Agency Funding~~
  - ~~1. Tenants who receive between \$1 and \$59,000/year of independent agency funding from the ACCGov in the annual budget will have a modifying factor of **0.75**.~~
  - ~~2. Tenants who do not receive annual independent agency funding from ACCGov will have a modifying factor of **1.0**.~~
- ~~v. Community Benefits Agreement – Prospective tenants who provide substantial public benefits to the community may opt to submit a draft community benefits agreement at the time of lease renewal using **Attachment 2**.~~
  - ~~1. Modifying Factors~~
    - ~~a. Tenants who have a community benefits agreement adopted by the Mayor and Commission at the time of lease renewal will have a modifying factor of **0.2**.~~
    - ~~b. Tenants who do not submit a community benefits agreement, or who have a community benefits agreement that is not approved by the Mayor and Commission will have a modifying factor of **1.0**.~~
  - ~~2. Process~~
    - ~~a. At the time of the initial lease or lease renewal, the Manager or his/her designee will work collaboratively with the prospective tenant to develop a community benefits agreement that uses measurable objectives to articulate how the tenant will help support the Mayor and Commission’s strategic goals.~~
    - ~~b. If adopted, the Manager will share annual progress reports submitted by the tenant at the time of each mutually agreeable one year lease extension.~~
    - ~~c. At the time a tenant with an existing adopted community benefits agreement wishes to submit for a major extension of their lease while retaining the rent reduction from participating in the community benefits agreement, they will submit:~~
      - ~~i. Documentation on how they worked to achieve the terms outlined in the previous community benefits agreement; and~~
      - ~~ii. A draft for an updated community benefits agreement as outlined above in Section VII-C-2-vi-2-a.~~

## VII. Other Considerations

A. Utilities - ACCGov does not pay or contribute to the utility bills for leased spaces. Utilities will be prorated in facilities that are shared with ACCGov operations or other tenants.

### B. Facility Maintenance

1. Covered Facilities – As a part of a standard lease, ACCGov or its contractors will cover the maintenance for roofing, HVAC, plumbing, electrical systems, fire suppression systems, elevators, the building envelope (including siding, exterior doors, and windows), paint, and flooring. These items will be maintained at a frequency and quality of other ACCGov buildings.
2. Other Improvements – As a part of a standard lease, ACCGov does not provide for the maintenance of items like appliances, interior furnishings, office equipment, security equipment, telecommunications and IT equipment, fountains, out-of-cycle replacement of paint, flooring, or the use of above average finishes, or other elements not critical to maintaining a building's lifespan. When a tenant wishes to improve non-essential building elements or replace paint and flooring outside of the ACCGov facility lifecycle process, they may do so if the project is approved by the Manager or his/her designee and the work is paid for by the tenant and completed by the ACCGov Central Services Department and/or their approved contractor.
3. Damages – ACCGov may, at the recommendation of the Central Services Director and approval of the Manager, seek to recover full or partial costs to repair damages resulting from negligence, carelessness, abuse, or use of the property outside of the provisions of the lease terms.
4. Accelerated Wear and Tear – ACCGov may seek to recover maintenance contributions from the tenant when their use of the facility is projected to shorten the lifecycle of facility equipment through increased use. Examples of increased uses that cause wear and tear include: active use of a space more than 60 hours/week, or spaces with the primary purpose for residential uses, personal care homes, boarding houses or dormitories, indoor agriculture, restaurants or food processing, kennels or animal care facilities, daycares or schools, clinics or medical centers, and rehabilitation facilities. The cost share rate and recovery process for accelerated wear and tear is in addition to the lease rates and shall be incorporated into the legal lease at the time of approval by the Mayor and Commission.

Guidelines for cost share recovery under accelerated wear and tear are found in the table below:

| Facility Use  | Average Weekly Utilization (hours) |        |        |
|---|------------------------------------|--------|--------|
|   | 0-59                               | 60-84  | 85-168 |
| Residential/Personal Care Home/Boarding House/Dormitory | 0-25%                              | 0-25%  | 0-100% |
| Indoor Agriculture                                      | 0-25%                              | 25-50% | 0-100% |
| Restaurant/Food Service/Food Processing                 | 0-50%                              | 0-100% | 0-100% |
| Kennel/Animal Care Facility                             | 0-50%                              | 0-50%  | 0-75%  |
| Daycare/School  | 0-25%                              | 0-25%  | 0-50%  |
| Clinic/Rehabilitation Center/ Medical Center            | 0-25%                              | 0-25%  | 0-50%  |
| Other   | 0%                                 | 0-25%  | 0-50%  |

5. Normal Wear and Tear – Aside from the items outlined in Sec VII-B-3 above, ACCGov does not seek to recover the maintenance costs associated with facility deterioration from the intended use of the

facility. This does not include deterioration resulting from negligence, carelessness, or abuse of the property by the tenant.

- ~~6. The Central Services Director shall make the final call when determining if a building improvement is classified as a Covered Facility or as an Other Improvement, or if a lease will need to qualify for accelerated wear and tear.~~
- C. Short Term Leases for \$1 - From time to time, the Mayor and Commission may seek to award short-term (less than 367 days) leases of properties and/or structures for \$1 when these arrangements are being used to substantially improve or restore a property, and the lease to a third party enables ACCGov to gain access to new or enhanced funding opportunities. Generally, lessees should not occupy a space when it is being leased under this provision.
- D. Capital Investments by Tenant – The Manager may recommend the Mayor and Commission consider partial, full, or multi year lease abatement when tenants make capital investments in facilities that meet the following provisions:
  1. The investment offsets a direct upcoming capital cost for lifecycle items such as roofing, flooring, HVAC, boilers, landscaping, parking pavement, or similar;
  2. The scope and methods of implementing the investments have been reviewed and approved by Central Services;
  3. The implementation of the investments is either done by Central Services or by an entity approved by Central Services; and,
  4. The maximum amount of the recommended lease reduction is proportional to the costs offset for ACCGov.
- E. Rental Revenue Share – When a non-profit, quasigovernment, or governmental user of a facility generates more than \$3,600/year from space or events rentals at the ACCGov facility, there will be a 10% revenue share with ACCGov. This revenue share will be applied in addition to any other facility lease rates or accelerated wear and tear cost recovery fees applied in the lease.
- F. Failure for Payment - If a tenant falls substantially behind in rent payments (more than 90 days), ACCGov may move to enact the following provisions to an extent that is consistent with state and federal laws:
  1. Decline to renew or extend the lease at the time of its natural expiration;
  2. Initiate legal proceedings to evict the tenant after providing adequate notice; and/or,
  3. Initiate legal proceedings to turn the past due rent and documented damages over to a collection agency.

**Attachment 1 - ACCGov Lease Space Pricing Examples for “Other” Entities (Sec VI-C)**

| <b>Building Name</b>                        | <b>Location</b>      | <b>Ft2</b> | <b>Base Cost<br/>(@\$6/ft.)</b> | <b>Moderate Community<br/>Benefit Cost<br/>(meeting x of x criteria)</b> | <b>Substantial Community<br/>Benefit Cost<br/>(meeting x of x criteria)</b> |
|---|----------------------|------------|---------------------------------|--|---|
| Athens Neighborhood Theater                 | 115 Grady Ave.       | 3,391      | \$20,346                        | \$10,173   | \$1   |
| Brumby House                                | 280 E. Dougherty St. | 3,381      | \$20,286                        | \$10,143   | \$1   |
| College Avenue Deck – Suite A               | 285 College Ave.     | 2,460      | \$14,760                        | \$7,380  | \$1   |
| College Avenue Deck – Suite B               | 287 College Ave.     | 1,180      | \$7,080                         | \$3,540  | \$1   |
| College Avenue Deck – Suite C               | 289 College Ave.     | 900        | \$5,400                         | \$2,700  | \$1   |
| Miriam Moore Center – Health Service Center | 402 McKinley Dr.     | 9,132      | \$54,792                        | \$27,396   | \$1   |
| Miriam Moore Center – Suite A               | 410 McKinley Dr.     | 2,822      | \$16,932                        | \$8,466  | \$1   |
| Miriam Moore Center – Suite B               | 410 McKinley Dr.     | 3,883      | \$23,298                        | \$11,649   | \$1   |
| Miriam Moore Center – Suite C               | 410 McKinley Dr.     | 1,137      | \$6,822                         | \$3,411  | \$1   |
| North Avenue Building – North Wing          | 250 North Ave.       | 17,762     | \$106,572                       | \$53,286   | \$1   |
| Old Fire Hall #2                            | 489 Prince Ave.      | 2,862      | \$17,172                        | \$8,586  | \$1   |
| Taylor-Grady House                          | 634 Prince Ave.      | 12,320     | \$73,920                        | \$36,960   | \$1   |
| The Cottage                                 | 3019 Lexington Rd.   | 3,369      | \$20,214                        | \$12,128   | \$1   |
| West Broad Service Center                   | 300 Henderson Ext.   | 1,611      | \$9,666                         | \$4,833  | \$1   |

**Attachment 1 – ACCGov Lease Space Pricing Examples for “Other” Entities (Sec V-C)**

| <b>Building Name</b>                           | <b>Location<br/>(Type)</b>         | <b>Ft<sup>2</sup></b> | <b>Lease Space<br/>Size</b> | <b>Lease<br/>Space<br/>Type</b> | <b>Landscape<br/>Service</b> | <b>Preliminary<br/>Location<br/>Cost*</b> |
|--|------------------------------------|-----------------------|-----------------------------|---------------------------------|------------------------------|---|
| Athens Neighborhood Theater                    | 115 Grady Ave.<br>{Other}          | 3,391                 | Stand Alone                 | Medium                          | Typical                      | \$40,692                                  |
|  | \$15.00/ft <sup>2</sup>            |                       | 1.00                        | 0.80                            | 1.00                         |   |
| Athens Regional Library                        | 2025 Baxter St.<br>{Other}         | 85,440                | Stand Alone                 | Large                           | Typical                      | \$961,200                                 |
|  | \$15.00/ft <sup>2</sup>            |                       | 1.00                        | 0.75                            | 1.00                         |   |
| Brumby House                                   | 280 E. Dougherty St.<br>{Downtown} | 3,381                 | Stand Alone                 | Medium                          | High<br>Intensity            | \$56,530                                  |
|  | \$19.00/ft <sup>2</sup>            |                       | 1.00                        | 0.80                            | 1.10                         |   |
| Central Medical Services Complex               | 345 N. Harris St.<br>{NRSA}        | 26,040                | Stand Alone                 | Large                           | Typical                      | \$97,650                                  |
|  | \$5.00/ft <sup>2</sup>             |                       | 1.00                        | 0.75                            | 1.00                         |   |
| College Avenue Deck {Space B}                  | 287 College Ave.<br>{Downtown}     | 1,180                 | Multi-Tenant                | Small                           | None                         | \$16,142                                  |
|  | \$19.00/ft <sup>2</sup>            |                       | 0.80                        | 1.00                            | 0.90                         |   |
| Miriam Moore Center – Health Service<br>Center | 402 McKinley Dr.<br>{NRSA}         | 5,150                 | Stand Alone                 | Large                           | Typical                      | \$19,312                                  |
|  | \$5.00/ft <sup>2</sup>             |                       | 1.00                        | 0.75                            | 1.00                         |   |
| Miriam Moore Center – Suite A                  | 410 McKinley Dr.<br>{NRSA}         | 2,822                 | Multi-Tenant                | Medium                          | Typical                      | \$9,030                                   |
|  | \$5.00/ft <sup>2</sup>             |                       | 0.80                        | 0.80                            | 1.00                         |   |
| Miriam Moore Center – Suite B                  | 410 McKinley Dr.<br>{NRSA}         | 3,883                 | Multi-Tenant                | Medium                          | Typical                      | \$12,426                                  |
|  | \$5.00/ft <sup>2</sup>             |                       | 0.80                        | 0.80                            | 1.00                         |   |
| Miriam Moore Center – Suite C                  | 410 McKinley Dr.<br>{NRSA}         | 1,137                 | Multi-Tenant                | Small                           | Typical                      | \$4,548                                   |
|  | \$5.00/ft <sup>2</sup>             |                       | 0.80                        | 1.00                            | 1.00                         |   |

| <b>Building Name</b>               | <b>Location<br/>(Type)</b>    | <b>Ft<sup>2</sup></b> | <b>Lease Space<br/>Size</b> | <b>Lease<br/>Space<br/>Type</b> | <b>Landscape<br/>Service</b> | <b>Preliminary<br/>Location<br/>Cost*</b> |
|------------------------------------|-------------------------------|-----------------------|-----------------------------|---------------------------------|------------------------------|---|
| North Avenue Building — North Wing | 250 North Ave.<br>(NRSA)      | 17,762                | Multi Tenant                | Large                           | Typical                      | \$53,286                                  |
|                                    | \$5.00/ft <sup>2</sup>        |                       | 0.80                        | 0.75                            | 1.00                         |   |
| Old Fire Hall #2                   | 489 Prince Ave.<br>(NRSA)     | 2,862                 | Stand Alone                 | Medium                          | None                         | \$10,296                                  |
|                                    | \$5.00/ft <sup>2</sup>        |                       | 1.00                        | 0.80                            | 0.90                         |   |
| Taylor Grady House                 | 634 Prince Ave.<br>(Other)    | 12,320                | Stand Alone                 | Large                           | High<br>Intensity            | \$152,460                                 |
|                                    | \$15.00/ft <sup>2</sup>       |                       | 1.00                        | 0.75                            | 1.10                         |   |
| The Cottage                        | 3019 Lexington Rd.<br>(Other) | 3,369                 | Stand Alone                 | Medium                          | Typical                      | \$40,428                                  |
|                                    | \$15.00/ft <sup>2</sup>       |                       | 1.00                        | 0.80                            | 1.00                         |   |
| West Broad Service Center          | 300 Henderson Ext.<br>(NRSA)  | 1,611                 | Stand Alone                 | Medium                          | None                         | \$5,800                                   |
|                                    | \$5.00/ft <sup>2</sup>        |                       | 1.00                        | 0.80                            | 0.90                         |   |

\* Final Leases Rates are Determined by the Following Factors

1. ~~Agency Funding — Tenants who receive more than \$60,000 in annual Independent Agency funding from ACCGov will have their leases set at \$1. Tenants who receive annual Independent Agency Funding between \$1 and \$59,000 will receive a 25% annual lease rate reduction (0.75 factor).~~
2. ~~Community Benefits Agreements — Tenants who submit and receive Mayor and Commission approval of a community benefits agreement will receive an 80% annual lease rate reduction (0.20 factor).~~
3. ~~Ability to Pay — Regardless of the calculated lease prices, “Other” tenants will not have to pay more than 25% of their average annual income to lease ACCGov space~~



## ~~Attachment 2—Community Benefits Agreement Template~~

### ~~Unified Government of Athens-Clarke County Community Benefits Agreement Outline~~

- ~~1. Proposed Facility and Lease Term~~
- ~~2. Agency/Tenant Group~~
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  - ~~c. Shared Prosperity~~
  - ~~d. Safe and Prepared Community~~
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**Unified Government of Athens-Clarke County  
Lease Application**

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|---|
| Applicant:  |
| Desired Facility Name & Location:   |
| Applicant Contact Information:<br><hr/> <hr/> <hr/> <hr/>   |
| Applicant Type:<br><div style="display: flex; justify-content: space-between; margin-top: 10px;"><span><input type="checkbox"/> Private, For-Profit Entity</span><span><input type="checkbox"/> Federal, State, Local Government</span><span><input type="checkbox"/> Other</span></div>  |
| Applicant History:<br><hr/> <hr/> <hr/> <hr/> <hr/> <hr/>   |
| Does your organization current receive annual Independent Agency Funding from the Athens-Clarke County Unified Government? If so, how much and for how long?<br><hr/> <hr/> <hr/> <hr/><br><div style="font-size: small; margin-top: 10px;">Note: Annual leases for entities receiving more than \$60,000 in annual Independent Agency Funding from the Athens-Clarke County Unified Government is set at \$1. A 25% annual lease reduction is provided to other entities who receive annual Independent Agency Funding less than \$60,000.</div> |
| What services will you provide at the facility?<br><hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>  |

~~Who are your customers? Please provide estimated demographics and numbers.~~

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~~Do you intend to generate more than \$3,600/year from offering space or events rentals at this facility? If yes, please explain.~~

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~~How will your use of this space have a cultural and/or economical impact for citizens of Athens-Clarke County?~~

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~~Will you be using the facility for any of the following purposes?~~

- ☐ Residential Use ☐ Personal Care Home ☐ Boarding House or Dormitory ☐ Restaurant  
☐ Indoor Agriculture ☐ Food Processing ☐ Kennel or Animal Care Facility ☐ Daycare  
☐ School ☐ Clinic or Medical Center ☐ Rehabilitation Facility

~~How many hours per week do you intend to occupy the facility?~~

~~Annual lease rates for non-profit and quasigovernment agency use of Athens-Clarke County Unified Government facilities are capped at 25% of the tenant's average annual income. Would you like to be considered for an annual lease rate reduction under this provision?~~

☐ Yes ☐ No

Annual lease rates for non-profit and quasigovernment agency use of Athens-Clarke County Unified Government facilities are reduced by 80% when they enter into a community benefits agreement with the Athens-Clarke County Unified Government. Would you like to submit a community benefits agreement for Mayor and Commission consideration?

☐ Yes \_\_\_\_\_ ☐ No \_\_\_\_\_

The strategic commitment and goals of the Mayor & Commission of the Unified Government of Athens-Clarke County include: 1) Healthy, Livable, Sustainable Athens-Clarke County; 2) Transportation Mobility and Connectivity; 3) Shared Prosperity; 4) Safe and Prepared Community; 5) Informed and Engaged Citizens; and 6) Accountable and Responsive Government.

[illegible]

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|---------------------|--------------|
| Printed Name: _____ | Title: _____ |
|---------------------|--------------|

Signature: \_\_\_\_\_ Date: \_\_\_\_\_