

**THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY
COMMISSION AGENDA ITEM**

SUBJECT: Recommendation for Lease of the Taylor Grady House

DATE: ~~August 1, 2023~~ August 22, 2023

BUDGET INFORMATION:

REVENUES:	\$ 5,997	Average Annual Rent with M&C Approved Community Benefits Agreement
	\$ 5,278	Average Annual Profit Share from Facility Rentals
	\$11,275	Average Annual Income

EXPENSES: N/A

FUNDING SOURCE: Facility Tenant Payments to General Fund

COMMISSION ACTION REQUESTED ON: September 5, 2023

PURPOSE:

To request that the Mayor and Commission:

- a. Approve a lease with the Taylor Grady House National Historic Landmark, Inc. for the use of the Taylor Grady House, excluding the ground floor (**Attachment #1**);
- b. Accept the proposed Community Benefits Agreement with The Taylor Grady House National Historic Landmark, Inc. (**Attachment #2**), resulting in a lease reduction of \$23,987 per year; and,
- c. Authorize the Mayor and appropriate staff to execute all related documents.

HISTORY:

1. In the mid 1840s, the structure now known as the Taylor Grady House was built by General Robert Taylor.
2. In 1863, William S. Grady purchased the property that holds what is now known as the Taylor Grady House.
3. In 1966, the City of Athens purchased the Taylor Grady House located at 634 Prince Avenue. The property was purchased in support of community efforts to preserve the historic property, with the concept that the Junior League of Athens would be the primary steward of the house.
4. Since 1968, it is believed that the Junior League of Athens has been occupying the Taylor Grady House in some manner of capacity.
5. In December of 1975, an application was submitted to the National Park Service to designate the Taylor Grady House as a National Historic Landmark.

6. On May 11, 1976, the National Park Service designated the Taylor Grady House as a National Historic Landmark. It remains the only National Historic Landmark designated in Athens-Clarke County.
7. Since Unification in 1991, the Unified Government of Athens-Clarke County (ACCGov) has leased space within select facilities to non-profit entities serving the community.
8. In or around 2005, the Taylor Grady House was renovated as project from the SPLOST 2000 Program.
9. On June 4, 2019, Mayor Kelly Girtz assigned to the Government Operations Committee (GOC) a task to develop a consistent leasing policy for ACCGov facilities.
10. On April 23, 2020, the GOC discussed the leasing policy as presented by the Central Services Department and the GOC made the recommendation to advance the policy to the full M&C with the additional recommendation that non-profit leases be held at \$1/year for FY21 in order to give time to notify tenants of the new policy.
11. On June 2, 2020, the Mayor & Commission (M&C) adopted the Unified Leasing Policy.
12. On March 2, 2021, the M&C approved lease renewals for \$1/year in FY22 and moved to end utility subsidies for the Junior League effective July 1, 2021.
13. On August 31, 2021, the Junior League of Athens notified staff that they did not intend to renew their lease in FY23.
14. On January 4, 2022, M&C approved all non-profit leases to be \$1/year for FY23.
15. On April 5, 2022, Mayor Girtz appointed Commissioners Davenport, Parker, and Wright to an Ad Hoc Property Committee to consider:
 - a. Continuity of use plan for Taylor Grady as a house museum/event facility (with appropriate neighborhood protections); and,
 - b. Costa Building, for use recommendations and an application process in consultation with the User Group for that SPLOST Project
16. On June 30, 2022, the existing lease ended between ACCGov and the Junior League of Athens for occupation of the Taylor Grady House.
17. On July 1, 2022, a Storage Agreement commenced between ACCGov and the Junior League of Athens per their request in order to allow existing personal property to be kept on-site for a specific period of time (July 26, 2022) while movers assisted with vacating the facility.
18. On July 25, 2022, ACCGov released RFP#01092, "Defined Use and Lease of the Taylor Grady

House,” which solicited proposals from prospective tenants for future occupation and operation of the facility.

19. On July 27, 2022, a Second Storage Agreement between ACCGov and the Junior League of Athens was enacted per their request to allow additional storage of personal property while movers continued to clear the contents of the structure.
20. On July 27, 2022, the Junior League of Athens sent a letter to Mayor Girtz and staff requesting consideration of a plan that allowed the present furniture within the Taylor Grady House to remain until such time as the RFP concludes and a potential tenant has an opportunity to determine whether or not to retain the furniture based on their use.
21. On August 2, 2022, under Suspension of Rules, the M&C approved the Third Storage Agreement between ACCGov and the Junior League of Athens to allow additional storage of personal property while movers continued to clear the contents of the structure. This agreement permitted the Manager to further extend the agreement should there be a continued need to do so.
22. On September 13, 2022, RFP#01092 closed.
23. On November 16, 2022, the Property Committee unanimously voted to take no action on the Taylor Grady RFP as the committee continues to work on Athens-Clarke County Government space allocation considerations.
24. On December 8, 2022, Property Committee Chair Wright met with Mayor Girtz to discuss Taylor Grady House. At this time, it was discussed that the Property Committee would continue to pursue options for a third party use of the Taylor Grady House.
25. On December 12, 2022, the Property Committee identified areas they would like clarified prior to releasing a RFP for the future use of the Taylor Grady Building. These areas included:
 - a. Use of the kitchen;
 - b. Use of the 1st floor space;
 - c. Use of outbuildings;
 - d. Parking plans;
 - e. Alterations to the inside and landscaping; and,
 - f. Approach to sub-leasing and community access.
26. On January 3, 2023, Mayor Girtz appointed Commissioners Culpepper, Davenport, and Wright to the Ad Hoc Property Committee to reflect changes in Commission membership.
27. On February 7, 2023, the Mayor re-assigned the leasing policy back to the GOC to discuss changes to the community benefits agreement section that is included in the leasing policy.
28. On February 10, 2023, ACCGov released RFP#01116, “Defined Use and Lease of the Taylor

Grady House,” which solicited proposals from prospective tenants for future occupation and operation of the facility.

29. On February 28, 2023, a mandatory site visit of the Taylor Grady House was held for RFP#0116 prospective respondents.
30. On March 14, 2023, ACCGov released Addendum I, Submissions on Questions on RFP#01116.
31. On March 30, 2023, ACCGov received two proposals to RFP#01116 for the use and lease of the Taylor Grady House.
32. On April 4, 2023, the M&C extended existing non-profit leases to December 31, 2023 for \$1 so the GOC would have time to review updates to the Unified Leasing Policy.
33. On May 9, 2023, the Property Committee met to review the proposals submitted for RFP#01116. No action on the RFP was taken by the Property Committee at this time.
34. In May of 2023, the Central Services Department initiated renovations on old Fire Station #2 on Mitchell Bridge Road so the building could be triaged to support ACCGov’s increasing space allocation needs.
35. On May 18, 2023, the Property Committee voted unanimously to recommend the award of RFP#01116 to The Taylor Grady House National Historic Landmark, Inc. (TGHNHL) as the top responsive proposal. This recommendation was made contingent on TGHNHL securing a parking agreement prior to the execution of a lease, and allowing staff to add other provisions to the lease.
36. On June 6, 2023, the M&C adopted the 2024 Fiscal Year Annual Operating and Capital Budget, which included a supplement of \$200,000 to conduct a space allocation assessment to determine ACCGov’s current and future needs for facility space.
37. On June 28, 2023, staff shared a draft lease for the Taylor Grady House with TGHNHL.
38. On July 14, 2023, TGHNHL provided staff with requested edits and clarifications to the lease for the Taylor Grady House.
39. On August 4, 2023, staff met with representatives of TGHNHL to discuss revisions to the Taylor Grady House lease. At this meeting, a number of outstanding items were resolved as it pertained to rent, lease duration, utilities, and maintenance.
40. On August 5, 2023, representatives from TGHNHL provided staff with a copy of a Parking Agreement (**Attachment #3**) addressing the concerns of the Property Committee (History #35).

41. On August 21, 2023, representatives from TGHNHL agreed to move forward with the updated lease, as proposed by staff on August 4, 2023 (**Attachment #1**).

FACTS & ISSUES:

1. Since 1968, the Taylor Grady House has been leased to nonprofit(s) in the community. Between 1968 and 2022, this lease was between ACCGov and The Junior League of Athens.
2. As a part of a Unified Leasing Policy and management of the property, ACCGov implemented a number of changes to the lease for the Taylor Grady House. These changes included:
 - a) Eliminating an \$8,000 per year utility subsidy;
 - b) Incorporating language requiring the Lessor and an adjacent cotenant (Town and Gown Players) to collaborate on scheduling as it pertained to events;
 - c) Incorporating language establishing additional penalties for violating the Noise Ordinance; and,
 - d) Requiring the lessor to comply with ACCGov's discrimination and harassment policies.
3. The full implementation of the Unified Leasing Policy would establish other requirements of the Lessor, including the elimination of the \$1/year lease and requiring a 10% revenue share for facility rentals.
4. As a result of these implemented and planned changes, the Junior League of Athens decided to discontinue leasing the Taylor Grady House.
5. The Central Services Department provides annual and lifecycle maintenance of the building and grounds. This includes weekly landscape services and comprehensive preventive and corrective facility maintenance. Over the next five years, ACCGov is projected to invest an additional \$324,000 solely in addressing the lifecycle needs of the facility.
6. In or around 2004, approximately \$1.725 million was invested in renovating the house as a part of the SPLOST 2000 Program. This project renovated the major mechanical, electrical, plumbing, and telephone systems and installed a new fire alarm and sprinkler system at the Taylor Grady House. Renovations included the interior walls and ceilings, exterior walls, doors, windows, and other areas. Structural repairs were completed as necessary. An appropriately designed landscape and irrigation system were included.
7. At Mayor Girtz' direction, an Ad Hoc Property Committee was established to determine the future use of the Taylor Grady House. The Committee used a publicly advertised request for proposals as a mechanism to advertise the opportunity and evaluate prospective tenant proposals.
8. A single response was received for the first RFP. The Property Committee chose to take no action on this proposal because it was contingent on ACCGov making substantial additional investments in the Taylor Grady House, above and beyond the ongoing maintenance and planned lifecycle replacements. The Property Committee further felt the ground floor of the Taylor Grady House should be reserved for ACCGov space allocation needs.

9. A second RFP was released for the Taylor Grady House that clarified the terms that ACCGov would consider for the facility lease (History #18). Proposals to the second RFP were received from:
 - a) The Taylor Grady House National Historic Landmark, Inc.
 - b) The Town and Gown Players, Inc.
10. After review, the Property Committee scored the proposal from TGHNHL as the top responsive proposal. The Finance Department concurred with this evaluation. The Property Committee voted unanimously to make the lease contingent on TGHNHL securing a parking agreement prior to the execution of a lease, and allowing staff to add other provisions to the lease.
11. TGHNHL proposes to use the facility for the following purposes:
 - a) Preserving the house because of its architectural and historical importance;
 - b) Providing protection and stewardship of the Premises as a community asset;
 - c) Serving as a tourist attraction;
 - d) Serving as a community center through subsidized offerings to other 501(c)(3) events and activities;
 - e) Hosting public events, targeting two community events per year;
 - f) Offering market rate events, including for small-medium sized events such as receptions and banquets, seasonal gatherings, meetings, conferences, retreats, classes, and art exhibits;
 - g) Increasing the accessibility of the Premises to individuals and groups who have limited access; and,
 - h) Office and administrative space in support of the purposes listed above.
12. Because the facility will still have a principal use as a rental venue, staff require TGHNHL provide a minimum of 33 parking spaces, as is consistent with ACCGov's Parking Ordinance. These spaces may be provided through a combination of onsite and offsite spaces, so long as a formal parking agreement exists for the use of offside parking. Additionally, the lease includes language requiring the tenant to take all reasonable steps to limit the use of adjacent on-street parking by guests and event participants. The lease also permits ACCGov to label up to four onsite spaces for ACCGov use if the ground floor is utilized for ACCGov's space allocation needs. TGHNHL has provided ACCGov with a Parking Agreement for 598 Prince Avenue that provides additional surface lot parking during weekends and evenings (**Attachment #3**).
13. Approximately 5,037 square feet of conditioned space are proposed for lease on the top two floors. Under ACCGov's Unified Leasing Policy, this space has a base annual rental rate of \$56,667 prior to any tenant-based lease reductions for income or community benefits.
14. However, TGHNHL has provided estimates of annual gross income of \$60,070 for Year 1, \$129,400 for Year 2, and \$170,340 for Year 3. As a result, the modified rent is capped at 25% of the three year average estimated annual revenues of \$119,937, resulting in an income

modified rent of \$29,984 per year. If the M&C accept the community benefits agreement provided in **Attachment #2**, the rent is further reduced by 80% to \$5,997 per year. Because the applicant is using estimated incomes to receive rental modification instead of actual incomes, the Unified Leasing Policy restricts the total lease terms to no more than three years. At the conclusion of a three year cumulative period, the M&C will have the option to renew the lease under the current leasing policy or not renew the lease.

15. The Unified Leasing Policy requires a 10% facility rental revenue share from tenants who generate more than \$3,600 per year from facility rental fees. The TGHNHL projects they will generate \$10,000 in gross rental fees in Year 1, \$57,000 in gross rental fees in Year 2, and \$91,350 in gross rental fees in Year 3. If TGHNHL achieves these projections, ACCGov will be due an average of \$5,278 per year in rental revenue share. Actual revenue share will be based on actual realized rental income and is thus subject to vary by year. To simplify accounting, the Lease stipulates that rental revenue share will be paid quarterly.
16. In addition to the various conditions listed above, the lease includes additional special conditions related to coordinating schedules with the other property tenant (Town and Gown Players), maintaining compliance with the Noise Ordinance, and management activities resulting from use as an events space. These conditions are consistent with those required of the property co-tenant.
17. ACCGov is encountering severe challenges with facility space allocation as a result of the growth in staffing and delays and costs associated with developing a SPLOST-funded Judicial Center and subsequent renovation of the current Courthouse. Over the past five years, ACCGov has added approximately 91 positions without a corresponding increase in facility space. At this time, remote working and higher than normal vacancy rates are the only factors alleviating ACCGov's space allocation challenges. It is for these reasons that ACCGov is implementing a number of unusual measures to address overcrowding, including:
 - a) Sharing offices;
 - b) Adding office space to former common areas such as meeting rooms, storage areas, and breakrooms;
 - c) Increasing some cubicles and offices to double occupancy;
 - d) Temporarily eliminating office space for the Economic Development Department;
 - e) Redeploying Old Fire Station #2 for use by ACCGov staff.
18. In recognition of these challenges, the Property Committee chose to exclude the ground floor of the Taylor Grady House from a potential lease to outside parties. Moving forward, this area may be repurposed to meet the space needs of occupants of over-capacity buildings such as City Hall or the Satula Building, or other similar spaces. As the Property Committee and M&C evaluate options for the Costa Building, staff will again ask that a significant portion of the space be reserved to meet ACCGov's needs.
- ~~19. As of August 10, 2023, staff are still awaiting final signoff by TGHNHL representatives on the lease terms. Outstanding items are minimal and should be easily resolved. Once TGHNHL~~

~~approval is given, staff will amend this agenda report to include the lease and any other relevant information.~~

20. This recommendation supports the following ACCGov Strategic Plan Goal & Strategy:

- Good Neighbors Goal, Strategy D: *Drive community transformation with a focus on creating spaces that are respectful and welcoming*

OPTIONS:

1. Mayor and Commission:
 - a. Approve a lease with The Taylor Grady House National Historic Landmark, Inc. for the use of the Taylor Grady House, excluding the ground floor (**Attachment #1**);
 - b. Accept the proposed Community Benefits Agreement with the Taylor Grady House National Historic Landmark, Inc. (**Attachment #2**), resulting in a lease reduction of \$23,987 per year; and,
 - c. Authorize the Mayor and appropriate staff to execute all related documents.
2. Mayor and Commission do not approve a lease of the Taylor Grady House to the Taylor Grady House National Historic Foundation, Inc.
3. Mayor and Commission defined option.

DEPARTMENT(S) RECOMMENDED ACTION:

Option #1 a, b, & c

DEPARTMENT: Central Services

Prepared by: Andrew Saunders



Andrew Saunders
Central Services Director

8/7/2023

Date

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION: Option #1 a, b, & c



Manager

August 8, 2023

Date

ATTACHMENTS:

Attachment #1: Lease for the Taylor Grady House ~~(PENDING)~~

Attachment #2: Community Benefits Agreement for the Taylor Grady House National Historic Landmark, Inc.

Attachment #3: Parking Agreement for 598 Prince Avenue

**STATE OF GEORGIA
COUNTY OF ATHENS-CLARKE**

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter this "Lease"), made and entered into this _____ day of _____, 2023, between **THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA**, a political subdivision of the State of Georgia and a body corporate and politic, hereafter referred to as, "ACCGov" and **TAYLOR-GRADY HOUSE NATIONAL HISTORIC LANDMARK, INC.**, hereafter referred to as "Lessee."

WITNESSETH:

That for and in consideration of the covenants, conditions, and agreements hereafter set forth, ACCGov and the Lessee do hereby agree as follows:

1. **Premises.** ACCGov does hereby lease to the Lessee certain realty located at 634 Prince Avenue, in Athens-Clarke County, Georgia and also known as "The Taylor-Grady House," including the "Dovecote," Kitchen, and Smokehouse (together the "Premises"). This Lease excludes the use of the Ground Floor of the Taylor-Grady House, and the Community Theater along with its adjacent parking. In total, the Lease accounts for approximately 5,037 ft² of gross floor area.
2. **Term.**
 - a. The Initial Term of this Lease shall be from the date of execution through June 30, 2024 (the "Initial Term")
 - b. Following the initial term, this Lease may be renewed for up to two (2) additional one (1) year periods (each a "Renewal Term" and collectively the "Renewal Terms") under the same terms and conditions set out in this Lease.
 - c. Not less than sixty (60) days prior to the termination date for either the Initial Term or any subsequent Renewal Term, the parties will confer to determine if this Lease is to be renewed and to make supplemental agreement or modification for that purpose, as necessary. If this Lease is not renewed in writing by mutual agreement, the Lease shall expire at the end of the then-current term.
 - d. This Lease may be terminated by either party with no cause, by providing ninety (90) days written notice to the other party.
 - e. At the termination of this Lease, Lessee shall surrender the Premises in as good a state as they were in at the time of execution of this Lease with normal wear and tear excepted.
3. **Rent.** The parties here to convent and agree that the Lessee qualified for a reduced rental rate based on three year income projections, and thus the rent for the leased Premises shall consist of \$5,997.

The rent for the first lease period ending June 30, 2024 is prorated by 50% to a rate of \$2,998.

As a rental facility, the Lessee acknowledges ACCGov may, but is not obligated to, implement a revenue sharing requirement for funding generated from event rentals, public meetings, and other similar items. Any application of this provision is limited to 10% of gross revenues and must be consistently applied to other ACCGov lessees as outlined in a written policy or ordinance adopted by the Mayor and Commission.

Rent is due by the 7th of each month. Payments may be made to the ACCGov Finance Department located at 375 Satula Avenue, Athens, GA 30601. Each payment shall include 1/12 of the annual rent, and a prorated deduction for ACCGov's portion of the prior monthly energy utilities, if applicable.

The 10% rental income share shall be calculated and paid quarterly for events occurring in the prior three months. The quarterly payments shall be added to the regular monthly payments in April, July, October, and January.

- April payments will account for event rentals occurring in January, February, and March. July payments will account for event rentals occurring in April, May, and June.
- October payments will account for event rentals occurring in July, August, and September.
- January payments will account for event rentals occurring in October, November, and December.

4. Permitted Use.

- a. ACCGov and Lessee agree that said Premises shall be used by the Lessee for the purposes of:
 - i. Preserving the house because of its architectural, educational, and historical importance to all the many cultures, peoples, and periods embodies in Athens' only national historic landmark;
 - ii. Providing protection and stewardship of the Premises as a community asset;
 - iii. Serving as a tourist attraction;
 - iv. Serving as a community center through subsidized offerings to other 501(c)(3) events and activities for individuals and groups who have felt excluded in the past or had limited access;
 - v. Hosting public events, targeting two community events per year;
 - vi. Offering market rate events, including for small-medium size events such as:
 1. Receptions and banquets;
 2. Seasonal gatherings;
 3. Meetings, conferences, retreats, and classes; and,
 4. Art exhibits
 - vii. Increasing the accessibility of the Premises to individuals and groups who have limited access; and,
 - viii. Office and administrative space in support of the purposes listed above.

- b. Lessee agrees that at least one of Lessee's officers, directors, trained volunteers, or employees shall be present at the Premises at all times that Lessee is using or allowing the Premises to be used for outside events.
 - c. The Lessee shall not permit to be carried on said Premises any trade or occupation that shall be unlawful or that may constitute a nuisance, and the Lessee shall not permit the performance of any act that will make void or voidable or increase the rate of insurance on said Premises or that would invalidate the contract for acquisition and development of land for open space purposes under Title VII of the Housing Act of 1961, as Amended, under which said property was acquired. Failure on behalf of the Lessee to abide by the laws of the State of Georgia and ordinances of Athens-Clarke County shall result in this Lease being voided immediately requiring the Lessee to leave the Premises upon notice by ACCGov.
 - d. In the event that during the Initial Term or Renewal Terms of this Lease, the Lessee abandons the Premises, ACCGov may take immediate possession of the Premises. The Lessee further agrees to turn over the Premises at the expiration or termination of this Lease free of all claims of lien of every nature whatsoever. The Lessee shall not have the right to assign this Lease or sublet the Premises, except for the use of the property for temporary purposes within the purview of this Lease, such purposes to include functions such as weddings, receptions, and other such similar social functions as well as a meeting place for civic and community groups.
5. Operating Hours. Operating hours for the Lessee shall be 6:00 AM to 12:00 AM. Public events and facility rentals are not to begin before 7:30 AM. These hours may be subject to change depending on use, demand, and staffing of the facility. The Lessee agrees to notify ACCGov of any permanent changes in regular operating hours.
6. Lessee Insurance Requirements.
- a. The Lessee shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified below. The insurer shall be in good standing within the state of Georgia through the Insurance Commissioner's Office and must be rated "A" or better, with AM Best Company.
 - b. Before commencing work under the contract, the Lessee shall provide to Athens Clarke County, Attn: Purchasing Administrator, a Certificate of Insurance evidencing the required kinds and amounts of insurance. The minimum kinds and amounts of insurance shall be in accordance with the most recent practices set by the ACCGov Safety and Risk Division, as provided in the example below, but subject to the requirements at time of contract execution:
 - i. Workers' Compensation – Lessees are required to comply with applicable Federal and Georgia State workers' compensation statutes. Policies covering Workers' Compensation liability shall provide coverage of statutory benefits and employers

liability of at least \$1,000,000 each accident; at least \$1,000,000 each employee for disease and \$1,000,000 policy limit for disease.

- ii. General Liability - Aggregate \$2,000,000.00, each occurrence \$1,000,000.00 Damage to Premises \$1,000,000.00, Medical expense (any one person) \$10,000.00, Personal and Advertising injury \$1,000,000.00.
 - iii. Automobile Liability – Automobile liability insurance shall be written on the comprehensive form of policy – Combined single limit of at least \$1,000,000 to include Hired Autos and Non-owned Autos. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with this Lease.
 - iv. Excess/Umbrella Liability - Aggregate \$1,000,000.00 Each Occurrence \$1,000,000.00. Underlying policies to excess coverage shall be General Liability and Auto. Lessee shall provide proof of underlying policies.
- c. Lessee shall provide an additional insured endorsement and a primary and non-contributory endorsement naming The Unified Government of Athens Clarke County. Lessee shall not permit any act to be carried on in said Premises which will void the insurance on the said Premises. Lessee shall, upon execution of this Lease and upon any renewal of any insurance coverage required by this Lease, furnish certificates of insurance to ACCGov. Lessee shall give ACCGov thirty (30) days' advance notice of any material modification, termination, suspension, expiration or relinquishment of such coverage, except when suspension or termination is due to failure to pay a premium, in which case copies of all notices of pending or actual cancellation by the insurer shall be immediately forwarded to ACCGov.
 - d. The Certificate of Insurance evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting The Unified Government of Athens Clarke County's interest shall not be effective until 60 days after the insurer or the Lessee gives written notice to the Purchasing Administrator.
 - e. The Certificate of Insurance shall reference the proposal and project name as evidencing this requirement.
 - f. The Lessee shall insert the substance of this requirement, including this paragraph, in subcontracts under the contract that require work on The Unified Government of Athens-Clarke County property and shall require subcontractors to provide and maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Purchasing Administrator upon request."
 - g. The following persons or entities are to be listed on the Lessee's general liability policy of insurance as additional insureds:
 - i. Unified Government of Athens-Clarke County, Georgia

7. Indemnification.

To the extent allowed by applicable law, the Lessee hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless ACCGov, its officers and

employees, from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto caused by, growing out of, or otherwise happening in connection with this Lease, and due to any act or omission on the part of the Lessee, its agents, employees, subcontractors, or others working at the direction or on behalf of the Lessee. Lessee's obligation to indemnify ACCGov shall survive the expiration or termination of this Lease by either Party for any reason.

8. Utilities. Lessee shall be responsible, at Lessee's sole cost and expense, for all costs of electricity, water, sewer, gas, telephone, stormwater, solid waste, security alarm systems, computer networks, and custodial services. Should ACCGov occupy the ground floor as an office space or other active use other than storage, the Lessee may prorate monthly electricity and gas bills by allocating 36% of the monthly bills to ACCGov. If utilized, this monthly prorated amount shall be netted from the monthly rent and revenue share due by the Lessee.

9. Maintenance.
 - a. ACCGov shall be responsible, at ACCGov's sole cost and expense, to provide maintenance as described below, using the levels of service and set schedules consistent with other ACCGov facilities. ACCGov is responsible for maintaining:
 - i. All structural portions of the Premises, including foundations, walls, roofs, and sprinkler systems.
 - ii. Certain non-structural portions of the Premises, including all electrical systems, water and sewer lines, HVAC systems, plumbing, exterior carpentry, windows, fire safety devices, and graffiti removal.
 - iii. The exterior lift to provide ADA access.
 - iv. All regular landscape maintenance of the Premises, including mowing, trimming, maintenance of plant material and pruning.
 - v. The parking lot and walkways.
 - vi. Exterior paint.
 - vii. Limited pest control of termites and fire ant and wasp nest/mounds located outside of the structure.
 - b. Lessee shall be responsible, at Lessee's sole cost and expense, for:
 - i. Lessee's Personal Property including all trade fixtures, trade equipment, art, furniture and personal property installed or placed by Lessee on the Premises, whether owned or leased and regardless of the manner of attachment. Lessee's Personal Property shall not be deemed a part of the Premises, and shall remain the property of the Lessee and may be removed by the Lessee at any time during the Term or any Renewal Terms.
 - ii. The repair, replacement, and/or installation of all appliances.
 - iii. All other pest control services and/or remediation, including, but not limited to, bedbugs, rodents, and other insects.

- iv. Pressure washing the concrete and/or asphalt quarterly or more frequently as directed by ACCGov exclusively to address grease spills and splatters from outdoor cooking equipment. If grease spills are not present, the Lessee has no obligation to pressure wash.
 - v. Maintenance or repair of interior finishes such as carpeting, drapery, interior paint, custom trims, or other similar items.
 - vi. Maintenance, repair, or replacement of the rear brick patio.
 - vii. Maintenance or improvements to the facility to a level beyond the normal services rendered to other ACCGov facilities, as permitted at ACCGov's sole discretion.
 - viii. Providing general labor for items such as moving furniture, general housekeeping, or similar.
 - ix. Damage resulting from abuse, vandalism, or neglect, as detailed below.
- c. Lessee shall ensure that vendors, guests, invitees, employees, customers, and/or visitors shall be prohibited from damaging the Premises, including, but not limited to, the Premises' interior walls and fixtures and the exterior landscaping, including all vegetation, sod, and hardscape surfaces, in any way. Lessee agrees and acknowledges that driving or cooking in or upon landscaped and/or grassy surfaces is strictly prohibited. In the event that the Premises are damaged in violation of this prohibition, Lessee shall be responsible for all necessary repairs within ten (10) days unless additional time is granted at the sole discretion of ACCGov.
- d. Facility modifications by the Lessee are only allowed with the prior authorization by ACCGov, at its sole discretion. Any interior modification must be minimal and in keeping with the original design, including wall penetrations for hanging pictures or mounting historical objects. Lessee accepts sole responsibility for these costs. Lessee shall ensure that all contracts with third parties will inform said third parties that adhesive contact paper and wallpaper are not to be used on walls, cabinets, or other surfaces. Any modifications or improvements integrated into the building (carpeting, wallpaper, historic fixtures, etc.) shall transfer ownership to ACCGov at the end of this Lease. This provision does not pertain to furniture provided by the Lessee.
- e. Lessee agrees to report all work requests to the Central Services Department, Facilities Management Division, in a timely manner and to report emergency work requests immediately. Non-emergency work required to be completed after normal operating hours (Monday – Friday, 7:00 am – 3:30 pm) will be billed to the Lessee at the employee's overtime rate for a minimum of six (6) hours.
- f. ACCGov agrees that if the Premises should be destroyed by fire or other casualty or damaged so as to become untenable, Lessee's duties under this Lease shall cease unless or until the Premises are restored to tenantable conditions. Lessee acknowledges that ACCGov has no duty to rebuild the Premises, to make other facilities available to Lessee, or to make any division or distribution of any portion of the insurance proceeds available to Lessee.

10. Exterior Lift to Provide ADA Access.

The lift is to be used solely to transport persons with a disability. This lift shall not be used as a freight elevator or for any other purpose than intended. If ACCGov determines that this lift was misused, the Lessee shall be required to pay, at its sole cost and expense, for the repair and/or replacement cost.

11. Americans with Disabilities Act.

- a. ACCGov shall be responsible for compliance with the Americans with Disabilities Act (“ADA”) by providing for exterior access to the Premises.
- b. ACCGov shall allow access to the existing ADA bathroom located on the ground floor.
- c. Except as noted above, the Lessee shall be responsible for all areas of compliance with the ADA inside the Premises, including making all of Lessee’s programs and/or services accessible to the hearing and sight impaired.

12. Parking.

- a. There are approximately 15 on-site parking spaces available for use by the Lessee.
- b. The Lessee shall not use the adjacent on-site parking reserved for the Community Theater without the written permission of the adjacent tenant.
- c. The maximum occupancy of the first and second floors by the fire marshal is 98 people. Local ordinance currently requires semi-private assembly halls to provide a minimum of one on-site parking space for every three persons, resulting in the need for 33 spaces for this facility to operate as proposed. As such, the Lessee acknowledges and agrees that it will have a parking agreement for a minimum of 18 additional parking spaces for visitors. Such agreement shall be in the form of a contract or memorandum of understanding with the entity controlling additional off-site or on-site parking located within 1,320 feet of the Taylor-Grady House. Failure to provide such parking agreement in writing to ACCGov and to maintain it or a similar agreement thereafter may result in immediate termination of this Lease or temporary suspension of public events and rentals until the required off-site parking is sourced.
- d. In no case may on-street parking be designated for operational needs. During events and rentals, the Lessee shall take all reasonable steps to limit the use of adjacent on-street parking by guests and event participants.
- e. ACCGov may, at its sole discretion, label up to four on-site parking spaces for exclusive use by ACCGov during the normal business hours of M-F 8:00 am to 5:00 pm. If ACCGov opts to label parking, it will still be accessible to the Lessee outside of normal business hours and will continue to be credited towards the minimum parking required of the Lessee.

13. Co-Tenants. A Community Theater and adjacent parking share a common parcel with the Premises. ACCGov leases these spaces to another entity, hereinafter referred to as “Co-Tenant”.

- a. The Lessee acknowledges that its activities may conflict with the ability of Co-Tenant's ability to fully utilize their separately leased but adjacent space on ACCGov property.
- b. For the first six months of this Lease, the Lessee voluntarily has offered to avoid outside events with amplified sound during times when the Co-Tenant already has events scheduled.
- c. Beyond that period, the Lessee agrees that it will, in good faith, attempt to negotiate a mutually agreeable schedule of events with Co-Tenant reasonably far in advance so that both Lessee and Co-Tenant are able to utilize their respective premises to the fullest extent authorized by this Lease. In the event that either Lessee or Co-Tenant either (A) cannot come to a mutually agreed upon schedule or (B) believes that the other has either (1) failed to engage in good faith negotiations, (2) failed to negotiate within a reasonable time period or in an otherwise timely manner, or (3) has violated the terms of a mutually agreed upon schedule, then either Lessee, Co-Tenant, or both has the right to report said concern to the Director of Central Services ("Director"). At which point, the Director shall have full discretion to resolve the dispute after having reviewed any relevant information and after having given both Lessee and Co-Tenant the opportunity to be heard within a reasonable period of time. It is the strong preference of ACCGov that both Lessee and Co-Tenant negotiate fairly and reasonably with each other such that issues of this nature will rarely, if ever, need to be brought to the attention of the Director. Repeated failures to negotiate in good faith by Lessee and/or Co-Tenant may result in early termination or non-renewal of their respective leases.

14. Noise. Lessee shall comply with ACCGov's local noise ordinance.

- a. Failure to do so, as demonstrated by the issuance of a written warning by a law enforcement officer or code enforcement officer, will result in a fine of \$1,000 being due from the Lessee before any additional outside event can take place where music and/or amplified sound is utilized.
- b. Failure to do so, as demonstrated by the issuance of a citation by a law enforcement officer or code enforcement officer, may result in immediate termination of the Lease Agreement and shall result in the following graduated restrictions in Lessee's privileges to hold outside events:
 - i. First violation: A written warning from the Director + the fine described in subsection a above. .
 - ii. Second violation: A thirty (30) day suspension of Lessee's privilege to hold outside events where music and/or amplified sound will be played after 8:00 p.m.
 - iii. Third violation: A sixty (60) day suspension of Lessee's privilege to hold outside events where music and/or amplified sound will be played after 8:00 p.m.
 - iv. Fourth violation: A ninety (90) day suspension of Lessee's privilege to hold outside events where music and/or amplified sound will be played after 8:00 p.m.
 - v. Fifth violation: Automatic and immediate termination of this Lease.

- c. Lessee agrees and acknowledges that violations shall be cumulative across the Initial Term, all Renewal Terms, and future contracts so long as Lessee continues to occupy the Premises.
- d. Lessee's total number of violations shall be reset to zero in the event that Lessee has (1) had no violations in the past one-year period, (2) was not serving any suspensions (in whole or in part) during said one-year period, and (3) is otherwise in compliance with all other terms and conditions.

15. Notice to Parties.

All notices required or permitted to be given under this Lease shall be in writing and deemed given when either (a) hand delivered by the sender and properly address to the attention of the responsible person of the receiving Party as listed below; (b) deposited in the United States mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested; or, (c) mailed via Federal Express, UPS, or similar national overnight courier service with delivery charges prepaid. All notices shall be addressed as follows:

ACCGov
 Central Services
 ATTN: Andrew Saunders
 P.O. Box 1868
 Athens, GA 30603
Andrew.Saunders@accgov.com

Lessee
 Taylor-Grady National Historic Landmark
 Inc.
 ATTN: Lee Epting
 1430 N. Chase Street
 Athens, GA 30601
lee@eptingevents.com

With a copy to:
 Unified Government of Athens-Clarke
 County, Georgia
 ATTN: Blaine Williams
 301 College Ave., Suite 303
 Athens, GA 30601
Blaine.Williams@accgov.com

16. Discrimination.

Lessee agrees that it will not discriminate against any employee, ACCGov employee, applicant, customer, or any other person based on race, color, sex, sexual orientation, gender identity, religion, national origin, citizenship, age, disability, or pregnancy. Lessee agrees to abide by and be bound by Chapter 6-21 of the Code of Athens-Clarke County, Georgia, regarding Unlawful Discrimination and agrees to ensure that any and all subcontractors operating pursuant to this Agreement also agree to abide by and be bound by Chapter 6-21 of the Code of Athens-Clarke County, Georgia.

17. Special Stipulations. Lessee understands and agrees that:

- a. Lessee acknowledges that no sanctioned, commercial kitchen exists within the Premises, and no such kitchen shall be approved for installation. Only activities associated with food

warming, precooked preparation, and final distribution to consumers shall be allowed in accordance with all applicable Health Department regulations.

- b. Pets will not be permitted inside the facility, excepting service animals otherwise legally allowed.
- c. Lessee will follow the requirements of the Athens-Clarke County Solid Waste Program, including all associated policies and ordinances.
- d. Interior space heaters and/or any other kind of portable electric heaters are not permitted. The Lessee may use portable gas powered space heaters outside so long as their use is consistent with all local and state codes.
- e. Wipes, including "flushable wipes," are not permitted in the bathrooms. Costs of sewer repairs caused by flushing these items may be passed on to Lessee.
- f. Paper towels, feminine products, toilet cleaning wand tops, and other like products are not to be flushed down toilets even if the manufacturer claims they are flushable. These products shall be disposed of in a trashcan only. Costs of sewer repairs caused by the flushing of these items may be passed on to Lessee.
- g. Lessee shall place signs near all sinks and toilets identifying what items can be sent through the plumbing system.
- h. There shall be no smoking or vaping inside the facility.
- i. No illegal drugs or weapons shall be allowed on Premises;
- j. No candles or other items with open flames are permitted inside the Premises;
- k. Lessee shall place signs in or on recycling receptacles identifying which items may be recycled.
- l. Lessee shall use a "grease mat" under all outdoor cooking equipment.
- m. Lessee shall report insect infestations to ACCGov immediately as roaches, bed bugs, and other insects can quickly multiply and spread to other rooms or parts of the facility.
- n. Lessee shall implement other security measures as directed by ACCGov.
- o. Lessee access to electrical panels shall be to shut off service for emergency purposes only. ACCGov is the only authorized party who can reset or reactivate a breaker. Lessee is to immediately notify ACCGov if a breaker trips, service needs to be restored, or if the electrical system needs to be evaluated.

18. Additional Provisions.

- a. TERMINATION WITHOUT CAUSE: ACCGov reserves the right to terminate the contract at any time without cause, in whole or in part, by providing a written notice to Lessee at least ninety (90) advance written notice. The Lessee will not be relieved of any outstanding responsibilities or unfinished obligations under this Lease that were incurred prior to termination.
- b. FAILURE TO PERFORM: Should the Lessee fail to perform properly the covenants as herein agreed, or should Lessee sublet said Premises without written consent of ACCGov, or assign this Lease in violation of this Lease, or otherwise violate any of the terms of this Lease, then ACCGov may, at its option, terminate this Lease, cancel the same, and take immediate possession of Premises, without waiving any rights that may have accrued at the time of the cancellations, or any claim for damages for breach of this Lease on the part of the Lessee.

- c. REPORTING DISPUTES: Lessee will report any contract disputes and/or problems to the Director, both verbally and in writing, within forty-eight (48) hours of their occurrence.
- d. INDEPENDENT CONTRACTOR: Lessee will not be an employee of ACCGov, but shall be an independent contractor. Nothing in this Lease shall be construed as authority for Lessee to make commitments that shall bind ACCGov or to otherwise act on behalf of the ACCGov, except as ACCGov may expressly authorize in writing.
- e. SAFETY: Lessee shall ensure that visitors, contractors, and staff are limited in their respective access to the Premises so as not to pose a security or safety risk. Any use or occupancy of the Premises must be in constant compliance with calculated fire assembly loads. Lessee shall take every precaution at all times for the protection of persons and property, including ACCGov's employees and property and its own. The Lessee shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this Lease.
- f. RIGHT TO INSPECTION: ACCGov retains the right to inspect the Premises and grounds at any time to determine that all the covenants of this Lease are being complied with, and further shall receive prior notice of any structural changes, improvements, or modifications planned by Lessee, and shall have the right of approval and disapproval of any such changes. ACCGov shall review any and all plans for any structural changes, modifications, or improvements, and shall have the right to perform periodic inspections to ensure compliance with all applicable building codes. To assist ACCGov in determining Lessee's compliance with the terms of this Lease, Lessee agrees to submit such reasonable reports to ACCGov of renovations and repairs made, structural changes made, and other data reasonably requested by ACCGov. The Lessee agrees that Premises will be kept and will remain in well-maintained condition throughout this Lease period and upon the surrender of the Premises to ACCGov upon the expiration or termination of this Lease.
- g. TITLE: Notwithstanding anything to the contrary herein, this Lease shall not create or vest any estate or title in the Lease to the Premises, and the relationship created hereby is that of landlord and tenant. The rights and remedies of the parties, except otherwise stated, shall be governed by the laws of the State of Georgia.
- h. ENTIRE AGREEMENT: This written Lease constitutes the entire and exclusive agreement of the parties hereto and any and all negotiations, representations, promises, covenants, and warranties made by any party prior to or contemporaneous with the signing hereof is merged and is unenforceable unless expressly set forth herein above. AMENDMENTS: This Lease may not be modified or amended except by mutual agreement in writing signed by the Parties hereto. Any modification or amendment hereof, to be effective must be reduced to writing and executed by all parties with the same degree of formality as this writing.
- i. VENUE & JURISDICTION: This Lease shall be governed by the laws of the State of Georgia. The proper venue for any disputes arising under this Lease shall be the Superior Court of Athens-Clarke County, Georgia, or if federal jurisdiction is applicable, the United States District Court for the Middle District of Georgia, Athens Division.

IN WITNESS WHEREOF, the parties have executed this lease agreement on the day and year first above written.

(signature page follows)

ACCGOV

THE UNIFIED GOVERNMENT OF
COUNTY, GEORGIA

LESSEE

TAYLOR-GRADY HOUSE ATHENS-CLARKE
NATIONAL HISTORIC LANDMARK, INC.

By: _____
Kelly Girtz, Mayor

By: _____
Signature

Title: _____

Attest: _____
Clerk of Commission (SEAL)

Printed Name: Lee Epting _____

Approved as to form:

Attest

Attorney for
Athens-Clarke County, Georgia

Printed Name: _____

Title: Corporate Secretary

Unified Government of Athens-Clarke County
Community Benefits Agreement

1. Proposed Facility and Lease Term

Taylor-Grady House, FY2023

2. Agency/Tenant Group

Taylor-Grady House National Historic Landmark, Inc. (TGHNHL)

3. Mission Statement

To revitalize Taylor-Grady House as one of the finest historical landmarks and destination event venues in Northeast Georgia. To establish Taylor-Grady House as a community center celebrating our history as a house museum, providing a special event venue, and supporting use by 501c3 agencies and services for trainings, retreats, recognitions and meetings.

4. Goals

a. Healthy, Livable, Sustainable Athens-Clarke County

Revival of Athens' Unique Treasure: Taylor-Grady House is integral to the image and history of Athens-Clarke County. For over 70 years it has served as the premier meeting place and event venue for Athenians and Northeast Georgia. Athens' Classic City image is branded statewide by the image of Taylor-Grady House -- our only National Historic Landmark. For over 50 years, this treasure was owned by Athens-Clarke County and managed by Junior League of Athens. Whether the UGA Economic Forecast or Georgia Tourism, both point to the Taylor-Grady as the anchor of our recognition as a tourist destination, a major aspect of our economic sustainability and SPLOST income.

A Community Center Open to All: TGHNHL is most excited about our commitment to make this elegant, status venue available to the many 501c3 agencies working daily to make our community healthy, livable and sustainable. Thousands of dollars are required to access other venues for special occasions. *Attachment ???: Letters of Support* holds the testimonies from some of Athens most important and active service agencies. With publicity and social media, we will recruit more and make sure that the tiny and struggling are included. Our goal is the use and involvement of fifty agencies by July 1st of 2024. Making this valuable space and service accessible can make possible first class programming, fundraising, trainings and recognitions of donors, volunteers and clients who have achieved important life goals. TGHNHL envisions Taylor-Grady House as a new community center offering agencies new ways to assure their sustainability.

b. Transportation Mobility and Connectivity

Centrally Located & Easily Accessible: Taylor-Grady House is located at 634 Prince Avenue on that section of Prince Avenue which Unified Government of Athens-Clarke County (ACC) is in the process of designing for safe use by pedestrians and cyclists. Residents in Boulevard, Cobbham and King Avenue areas are known for their use of these car alternatives. Bike racks will be available for safe and convenient use. Athens Transit serves this location with high regularity. If it is determined that shuttles are needed for an event, we will require users to supply van shuttles.

c. Shared Prosperity

Excellence for All: Taylor-Grady House events are special because of the unique elegance and embrace of this space. Unfortunately, past use has with few exceptions been limited to those who

could afford expensive and sophisticated special occasions. Taylor-Grady House has mostly sat vacant. But, no more. Our proposal is to fill it with the activity of a helping community.

Offered to all: Athens' over 200 social services and 501c3 agencies that make Athens healthy, livable and sustainable will work with TGHNHL to establish a fair use policy. Taylor-Grady House can provide spaces for meetings, retreats, conferences, fundraisers, donor/staff/ volunteer recognitions, and special events celebrating the milestones and achievements of clients. Like use of Athens Regional Library, we will offer spaces without set up or catering. Important to any agency profile will be the ability to use the market cost of Taylor-Grady House space as an in-kind donation on proposal budgets when match is required. In the past, paying renters have allowed décor and set-ups to be used again by a deserving group, i.e., a Saturday wedding becomes a Sunday event for a 501c3 agency. Since major events are planned far ahead this is a viable option found at other venues.

TGHNHL is committed to including all Athenians in sharing this beautiful, historic venue. When Family Connection held its first meeting, Junior League of Athens allowed them to use Taylor-Grady House. Social service supporters expected the usual 10-20 representatives of those involved with human services. Over 100 people came and hosts are convinced it was a huge success because it was held in this beloved and status location. Aggressive recruiting by TGHNHL will assure the sincerity of this offer. Our plan is to help even those who still can't afford to supply programming materials with a chance for donor sponsorship.

d. Safe and Prepared Community

Safe and Friendly: Unfortunately, not all parts of our community are considered safe by all residents and visitors. Taylor-Grady House is located in a part of town that is as safe as it feels. Moreover, any event held here will be supervised and supported by experienced and trained people onsite. No one will fear night meetings or trainings here. Parking lot networking doesn't occur in untrusted surroundings. Friends develop in those snatched personal exchanges before or after meetings.

Protect House: Careful attention to protection of the Taylor-Grady House Collection will be a part of the training for users. Meetings and events in any house museum are only possible with careful vetting of users. Protecting the house and its users is a priority. Any use at night will require training of an organization representative that must be present. Violation of any rules will endanger ability to use Taylor-Grady House. Clear instructions will be given in writing and monitoring will occur. A deposit will show the seriousness of good stewardship even though this may be the only cost for an agency's first use.

Prepared for Growth: What other community do you know that has this level of quality, status venue accessible to those who are providing vital human services? But more important may be the type of small regional leader/board/negotiating events used to make and celebrate deals. Caterpillar negotiations had to go to a private home for the meal over which that deal was made. REM celebrated their \$10M contract at Taylor-Grady when Warner Bros. came to town. TGHNHL will work with ACC, Chamber of Commerce, UGA, and state representatives to provide the right space for immediate confidential meeting needs. Agencies with little match for grants and proposals will be assisted in estimating and budgeting space for boosting their budget.

e. Informed and Engaged Citizens

Increased voluntarism: Most agencies no longer have the pre-pandemic numbers of volunteers. All believe holding events in this beautiful location will increase the status of voluntarism in our community. No one will fear night meetings or trainings needed to recruit people outside of work hours.

Training: How many times have these agencies wanted to make a training into a retreat away from the office in a stimulating setting? Travel is expensive and timely. Taylor-Grady House offers a local option that will be open for scheduling any non-reserved day. Detailed rules are not complete, but our hope is that weekdays will be busy with a variety of users.

Better services and citizens: Agencies and staff are more productive, aware and capable after trainings, according to work research. Studies of citizen and client training shows new skills and a readiness to take leadership, increased networking, and job potential.

Cross-Cultural/Town Networking: TGHNHL will encourage sharing training opportunities with groups that will expose participants to other parts of town and perspectives on community needs and problems.

f. Accountable and Responsive Government

Taylor-Grady House would not be a national landmark without the partnership between ACC and Junior League of Athens that sustained and maintained this treasure for over 50 years. Citizen support through SPLOST has created a level of accountability that demands expansion of Taylor-Grady House access to the entire community. TGHNHL is committed to this vision of access for all and diverse uses by diverse groups. Objectives outlined in #5 below will be carefully documented, monitored and used as our accountability. ACC is our landlord, but more important they are our customer in wanting Taylor-Grady House to be run in a manner that reflects good business practices, quality services, and a valuable benefit to the community for all 501(c)(3) helping agencies

5. Objectives/Performance Measurements Tied to Goals

- Hire a full time Manager with proven event, rental, history and administrative experience as soon as possible.
- Develop procedures, timelines and definitions in response to ACC requirements for operations and accountability starting immediately.
- Repair and prepare furnishings and interior for returning this treasure to use as a house museum by August 2023.
- Promote through a new website and renewed contact with publications and referral sources. Achieve at least 10 mentions/articles on reopening with new accessibility, inclusion and historic presentation by January 2024.
- Train at least 20 diverse volunteers by June 2024 as docents and monitors.
- Work with Historic Athens and Athens Historical Society to expand house history to include the roles and contributions of African Americans by September 2023.
- Work with representative of diverse 501c3 agencies and human services to develop a use policy for all levels and types of events by September 2023.
- Update rental contracts, fees and policies to assure ACC approval and support goals by September 2023.
- Inform all certified caterers of the availability and new accessibility by July 2023. Develop a list of 10-25 local certified caterers.
- Provide spaces for related projects and 3 historical researchers by September 2023.
- Schedule seven at-market-cost events with \$10,000+ tabs by July 2024.
- Earn 50% of donated income from events by July 2024 with 10% of net profit shared with ACC by end of second year.
- Host at least 30 varied events for 501c3 agencies and human services by July 2024 with growth to 100+ events by second year. Estimated range of ten to fifty in attendance for each.
- Host two community events celebrating holidays, Mother's/Father's Days at minimal cost (i.e., \$5) with free tickets available to 501c3 clients by April 2024 with an estimated 1,000+ possible.
- Conduct 20-30 tours of house and grounds by July 2024 with TRR Cobb and Welcome Center for an estimated 240-360 at 12 each, but community events will be another opportunity.

6. Services Provided at this Facility

- House museum establishment, management, promotion and sharing with the community.
- Making history alive and relevant to the citizens of Athens.

RFP #01116: Taylor-Grady House

Taylor-Grady House National Historic Landmark, Inc.

- Promotion of Athens as a Classic City destination for events, tourism, trainings, retreats, conferences and special occasions.
- New accessibility and inclusion of people, groups, and 501c3 services with services, spaces and support not available elsewhere.
- Trained and diverse volunteers available as docents and monitors.
- Expansion of Athens history to include the roles and contributions of African Americans at this site and throughout Georgia.
- Quality space use for 501c3 agencies and human services not able to access in past.
- Opportunity for all certified caterers to profit from the availability and new accessibility to this setting.
- Supportive partnerships with related initiatives and historical researchers.
- Two or more new community events open to the public at minimal cost (i.e., \$5) with free tickets available to 501c3 clients.

7. Estimated # of Athens-Clarke County Residents Served

- At least 20 diverse volunteers will be trained as docents and House Attendants in first 6 months and twice this number by end of second year with some earning paid status = 60+
- 20-30 tours for an estimated 240-360 at 12 each plus tours during community events.
- Certified caterers and staff employed = 7 market events x 30 staff = 210, 10 smaller receptions and banquets x 3 = 30 in first year is probably a low estimate.
- Office space for related projects and historical researchers = 30.
- Seven at-market-cost events = 1400+.
- Thirty varied events for 501c3 agencies/services = 10/20/50 x 30 totals 300/600/1500 attendees.
- Four public family events with free tickets available to 501c3 clients are estimated to grow from 200 to 1000+ each for outside events.

8. Annual Lease Rate Reduction if CBA is Approved by the Mayor & Commission

\$40,000 reduced to \$7,000 is needed to be able to implement our vision to which the community is investing over \$150,000.

9. Annual Reporting Requirements

TGHNHL will fulfill all ACC reporting requirements in a timely manner. Internal plans begin with a full understanding of ACC reporting documents and interests to assure TGHNHL staff document each activity/event clearly and accurately with emphasis on # of jobs created, attendees, contractor/caterer/employee jobs, costs/fees, agency sponsoring, community benefit and value of in-kind donation from TGHNHL.

The Taylor Grady House National Historic Landmark Inc.

1430 N Chase St.
Athens, GA 30601
706-353-1913

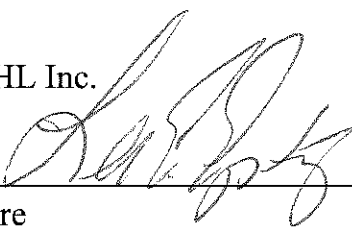
August 3rd, 2023

Life Point Dental
598 Prince Ave.
Athens, GA 30601

To whom it may concern,

This agreement authorizes the Taylor Grady House National Historic Landmark Inc. to use Life Point Dental's available parking spaces after business hours In exchange for the use of the Taylor Grady House at no charge, on a mutually accepted date. The Taylor Grady House National Historic Landmark Inc. takes full responsibility for any damages that might occur to the premises.


TGHNHL Inc.



Signature

8-3-23
Date

Life Point Dental



Signature

Aug 3 2023
Date