

MAYOR

Linda Blechinger

CITY ADMINISTRATOR

Alex W. Mitchem



CITY COUNCIL

Peggy J. Langley

Robert L. Vogel III

Bill Acworth

Jay L. Riemenschneider

**DOWNTOWN DEVELOPMENT
AUTHORITY**

Katelyn Greenwood

Tina Parks

Bel Outwater

Jared Swift

Amy Holstein

Bob Konst

Mary Grace Vogel

**CITY OF AUBURN
DOWNTOWN DEVELOPMENT AUTHORITY
MAIN STREET BOARD OF DIRECTORS**

**BUSINESS MEETING
JANUARY 9, 2020 @ 6:00P.M.
COUNCIL CHAMBERS**

- 1. OPEN MEETING BY CHAIR** – Katelyn Greenwood
- 2. APPROVAL OF MINUTES – NOVEMBER 14, 2019 MEETING**
- 3. ASSIGNMENT OF BOARD ROLES/WELCOME NEW MEMBERS**
 - a. Welcome New DDA Members – Jared Swift, Amy Holstein, Bob Konst, Mary Grace Vogel.
 - b. Assignment of new board roles for 2020 – Chair, Vice Chair, Secretary.
- 4. OPTION AGREEMENT – SCHMIT & ASSOCIATES**
 - a. Approval of purchase option timeline extension between DDA and Schmit & Associates.
- 5. DOWNTOWN/MAIN STREET REPORT**
 - a. Whistlestop Shops
 - b. Events
 - c. Livable Centers Initiative (LCI)
 - d. 2020 Work Plan
- 6. DISCUSSION/ANNOUNCEMENTS**
- 7. NEXT MEETING – FEBRUARY 13, 2020**

Agenda subject to change prior to meeting.....



**City of Auburn Downtown Development Authority
And
Main Street Board of Directors
Meeting
November 14, 2019 at 6:00 pm
City Council Chambers**



Members: Chair: Katelyn Greenwood (p)
Member: Tina Parks (p)
Secretary: Bel Outwater (p)

Vice-Chair: Howard Hawthorne (p)
Member: Vikki Ruiz (p)

Call to order: 6:01 pm by Chair Katelyn

Approval of Minutes: Motion to approve minutes from October 10, 2019 meeting by Howard. Seconded by Vikki. Approved.

Downtown/Main Street Report

- Whistlestop Shop Updates – New shop tenants: photography, movie memorabilia, sewing, Cherokee Candle. Only Shop 1 vacant at the moment.
- Events Update- 1) Sounding Off the Christmas Season on 12/1/19 from 5-8 pm. Lots of performers, moving Santa to Burel Pavilion since the Arbor has been torn down. 2) AuburnFest went well despite weather. Feedback from vendors was good. 3) 2020 event calendar being proposed at City Council workshop on 11/21
- Livable Centers Initiatives Study with TSW (Tunnell-Spangler & Associates) team for Auburn Town Center & City/Municipal complex report – Will be 3 public meetings for citizen input. Working on getting contract signed. 12/2 kickoff meeting with team. First public meeting most likely in January.
- New DDA Board members – Katelynn, Vikki, and Tina term appointments ending. Katelynn and Tina will continue. Bel is mid-term and will continue. 4 vacancies need to be filled.

Brainstorming Session Ideas/Suggestions

- Howard suggested we try to see if the Lyle family is interested in selling their property one more time.
- Update from Charlie and Amelia on the progress with Night Sky Coffee.
- What's going on with the old Hardees property?
- Former Frank's Brotique property purchased by Amy Holstein with State Farm.
- Shout-out to Auburn PD. Discovery Channel came and filmed with Sgt Underwood and Officer Rucker. Sgt Scott and Truss also filmed.
-

Next meeting: No December meeting. Will meet January 9 at 6:00 pm

Motion to adjourn made by Bel. Seconded by Tina. Approved. Adjourned 6:36 pm.

Respectfully submitted 1/6/2020

Bel Outwater
Secretary

Attest

Katelyn Greenwood
Chair

2020	MAYOR	COUNCIL	COUNCIL	COUNCIL	COUNCIL	COUNCIL	COUNCIL
APPOINTER	LINDA BLECHINGER	BILL ACKWORTH	JAY RIEMENSCHNEIDER	PEGGY LANGLEY	BOB VOGEL	MAYOR	MAYOR & COUNCIL
APPOINTEE	KATELYN GREENWOOD	AMY HOLSTEIN	BOB KONST	TINA PARKS	MARY GRACE VOGEL	JARED SWIFT	BEL OUTWATER
TERM ENDS	JANUARY 2024	JANUARY 2022	JANUARY 2024	JANUARY 2024	JANUARY 2022	JANUARY 2024	JANUARY 2022

MAYOR
Linda Blechinger

CITY ADMINISTRATOR
Alex W. Mitchem



CITY COUNCIL
Peggy J. Langley
Robert L. Vogel III
Bill Acworth
Jay L. Riemenschneider

**DOWNTOWN DEVELOPMENT
AUTHORITY**
Katelyn Greenwood
Tina Parks
Bel Outwater
Jared Swift
Amy Holstein
Bob Konst
Mary Grace Vogel

**CITY OF AUBURN
DOWNTOWN DEVELOPMENT AUTHORITY
MAIN STREET BOARD OF DIRECTORS**

2020 SCHEDULED MEETING DATES

JANUARY 9	JULY 9
FEBRUARY 13	AUGUST 13
MARCH 12	SEPTEMBER 10
APRIL 9	OCTOBER 8
MAY 14	NOVEMBER 12
JUNE 11	DECEMBER 10

ALL MEETINGS ARE HELD IN THE CITY COUNCIL CHAMBER AT 6:00 PM.
1361 4TH AVENUE, AUBURN, GA 30011

Agenda subject to change prior to meeting.....

**CARL VINSON INSTITUTE OF GOVERNMENT
DOWNTOWN DEVELOPMENT AUTHORITY
BASIC TRAINING**

2020 BASIC TRAINING DATES

FEBRUARY 13, 2020 – UGA GWINNETT CAMPUS, LAWRENCEVILLE

MAY 14, 2020 – UGA GRIFFIN CAMPUS, GRIFFIN

AUGUST 27, 2020 – BURSON CENTER, CARROLLTON

OCTOBER 22, 2020 – MIDDLE GA REGIONAL COMMISSION, MACON

With the exception of a member who also serves on the city council, all DDA board members must take at least eight hours of training on downtown development and redevelopment programs within the first 12 months of their appointment to the DDA.



DEVELOPMENT AUTHORITY TRAINING – BASIC

8:00am	Registration
8:30am	Welcome and Overview
9:00am – 9:30am	Introduction to Development Authorities

This section will introduce new board members to their role in serving on a development authority board and the broader role of development authorities within the local economic development process. Participants also will be introduced to the various types of development authorities, the purposes for which development authorities are created, various board compositions, and the relationship of the development authority to other economic development participants, including other local governmental entities.

9:30am – 10:45am	Basics of Development Authorities Law
-------------------------	--

This section will introduce participants to many of the legal issues they will face as board members, including their liabilities and responsibilities, ethics and conflicts of interest, and open records and open meetings. Participants also will learn the basics of directors and officer's liability insurance and the general development and redevelopment powers of development authorities based on various legal structures.

10:45am – 11:00am	Break
--------------------------	--------------

11:00am – 12:00pm	Financing Economic Development
--------------------------	---------------------------------------

In this section, participants will learn the basics involved in financing economic development, including financing the operations of the development authority incentives, deal closing funds, and bonds.

12:00pm – 1:00pm	Lunch
-------------------------	--------------

1:00pm – 2:00pm	Financing Economic Development (cont.)
------------------------	---

2:00pm – 3:00pm	Community Development
------------------------	------------------------------

3:00pm – 3:15pm	Break
------------------------	--------------

3:15pm - 4:15pm	Project Development and Management
------------------------	---

4:15pm - 4:30pm	Wrap-up and Adjourn
------------------------	----------------------------

STATE OF GEORGIA

BARROW COUNTY

OPTION AGREEMENT

FOR THE SALE AND PURCHASE OF REAL PROPERTY

THIS AGREEMENT (the “Agreement”), made by and between **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF AUBURN** whose mailing address is 1369 4th Avenue, Auburn, GA 30011 (“Seller”), and **SCHMIT+ASSOCIATES LLC**, a Georgia Limited Liability Company whose mailing address is P.O. Box 1208, Roswell, Georgia 30077 (“Purchaser”).

WITNESSETH

WHEREAS, the parties into an Option Agreement for the Sale and Purchase of Real Property on or about December 7, 2017; and

WHEREAS, the deadlines and timing of the parties’ projects have been modified since the approval and execution of the Option Agreement; and

WHEREAS, the parties wish to approve and execute this Option Agreement to reflect the updated schedule and timeline for both parties projects;

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of ten and no/100 Dollars (\$10.00) (said amount hereinafter referred to as the “Option Payment”) and other good and valuable consideration in hand paid to Seller, receipt and sufficiency of which are hereby acknowledged by Seller, Seller does hereby grant and convey to Purchaser for the term hereof an exclusive and irrevocable option (hereinafter referred to as the “Option”) to purchase upon the terms and conditions hereinafter set forth that certain tract or parcel of land known shown on Exhibit “A” attached hereto, less and except the site designated for a municipal complex (the “Municipal Complex”) for the City of Auburn, Georgia (“City”), and located in Barrow County, Georgia, together with all fixtures, plants, trees and shrubbery thereon (hereafter collectively referred to as the “Property”).

1. *Term and Exercise of Option.* The term of the Option shall commence on the date hereof and shall terminate on January 31, 2021. If the Option is not exercised prior to 5:00 P.M. Eastern Time on said date, then the Option and this Agreement shall at that time lapse and be of no further force or effect, Seller shall retain the Option Payment and neither Purchaser nor Seller shall have any rights or obligations hereunder. Purchaser or its duly authorized agent or representative may exercise the Option only during its term and only by the delivery within such term of written notice to Seller, at the address of Seller herein above set forth, of Purchaser's election to exercise the Option. In the event that the Option is exercised, the Closing (as hereinafter defined) shall occur (a) on or before January 31, 2021 (the "Outside Closing Date") and (b) at a place and time mutually agreed upon by the parties. Upon exercise of the Option, this Agreement shall constitute the agreement between Seller and Purchaser for the sale and purchase of the Property. Notwithstanding anything to the contrary contained herein, Purchaser shall have the right from time to time by notice to the Seller to extend the Outside Closing Date for up to three (3) periods of thirty (30) days each, but only in the event Purchaser notifies Seller of its election on or before January 31, 2021 (with respect to the first extension), February 28, 2021 (with respect to the second extension) or March 31, 2021 (with respect to the third extension) and makes payment to Seller of an additional Five Thousand Dollar (\$5,000.00) non-refundable extension payment for each period elected, which such extension payment(s) shall be applied to the Purchase Price in the event of Closing.

2. *Purchase Price.* The total purchase price (hereinafter referred to as the "Purchase Price") of the Property shall be that amount equal to \$22,500 per acre, prorated to the 1/100 of an acre pursuant to the Survey, as defined in Paragraph 8 below, representing the actual cost of the Property. The Purchase Price shall be payable as follows:

A. The Option Payment, being paid contemporaneously with the execution and delivery of this Agreement by Seller, together with any extension fees paid pursuant to Paragraph 1, shall be applied toward the Purchase Price at the closing of the purchase and sale contemplated hereby (herein referred to as the "Closing").

B. Purchaser shall either pay cash for the Property at Closing or shall, at Purchaser's option, execute a Promissory Note and Deed to Secure Debt in favor of the Seller for the Purchase Price. The Deed to Secure Debt shall provide that it shall be subordinate to Purchaser's Construction Loan, with said mortgage being paid upon sale of the Option Property or properties to a third party or, with release payments and concurring principal reduction payments being paid upon the sale of less than all of the Option Property.

3. *Representations and Warranties of Seller.* As of the date hereof and the date of Closing, the Seller hereby makes the following representations, warranties and agreements to Purchaser, each of which shall be deemed material:

A. Seller hereby represents and warrants to Purchaser that Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof, and Seller has granted no option to any other person or entity to purchase the Property.

B. From the date Purchaser exercises the Option until Closing, Seller shall not cause or allow any lien or encumbrance to be placed on the Property, or accept or authorize a sale or lease of all or any portion of the Property without the express written consent of Purchaser, which consent may be withheld in the sole discretion of Purchaser.

C. To the actual knowledge of Seller, the Property is not in violation of any federal, state or local law, ordinance or regulation relating to hazardous waste or substance or industrial hygiene and Seller is not aware of any environmental problem or hazardous materials issues in any way related to the Property or as to any other environmental conditions on, under or about the Property. Purchaser acknowledges that there are currently two abandoned underground septic tanks located on the Property, which were previously used for residential purposes. Purchaser will perform any and all investigation and testing of the tank and soil around the tank, to determine to its satisfaction whether such tank and soil contain any hazardous substances and whether same are acceptable to Purchaser.

D. Other than as disclosed to Purchaser, to the actual knowledge of Seller, there are no leases, service contracts, management agreements, or other agreements or instruments in force and effect, oral or written, that grant to any person whomsoever or any entity whatsoever any right title, interest or benefit in or to all or any part of the Property which will survive the Closing or be binding upon Purchaser, except that access easement for the adjacent cell tower site which will be relocated to the public right of way created in conjunction with the improvement of the Property.

E. To the actual knowledge of Seller, there is no pending litigation or dispute concerning the location of the lines and corners of the Property and, to the best of Seller's knowledge, such lines and corners are clearly marked.

4. *Objections to Title.* In the event Purchaser exercises the Option hereunder, Purchaser shall have until ten (10) days prior to the Outside Closing Date or any extension thereof to examine title to the Property and to furnish Seller a statement of objections to Seller's title to the Property, which objections, should they exist at the time of Closing would make Seller unable to convey at Closing title to the Property provided for in Paragraph 5 hereof. Seller shall after receipt by Seller of such written statement of objections have ten (10) days or until the date of Closing, whichever is later, in which to either cure or refuse to cure all such objections. In the event Seller fails or refuses within said period to either cure or terminate any such defect(s), then Purchaser may elect, as its sole remedy, to either: (a) waive any objection(s) to such defect(s) and consummate the transaction subject to such defect(s); or (b) decline to accept the Property and terminate this Agreement, whereupon the Earnest Money shall be promptly refunded to Purchaser. In the event Purchaser either fails to timely provide Seller notice of objections to title or fails to timely elect either (a) or (b), Purchaser shall be deemed to have elected to waive any objection(s) to such defect(s) and consummate the transaction subject to such defect(s). Notwithstanding the foregoing, liens or encumbrances for monetary obligations which Seller intends to satisfy by payment from the sales proceeds at Closing shall not constitute a valid defect in title. Seller shall at or prior to Closing, pay all taxes and assessments which constitute a lien against the Property (other than those not then due and payable) and pay all consensual indebtedness secured by the Property and obtain cancellations of all loan instruments affecting the Property.

5. *Closing and Conveyance of the Property.* At the Closing, each party shall execute and deliver all documents necessary to effect and complete the terms of the Agreement. Seller shall convey to Purchaser, by limited warranty deed, good and marketable fee simple title, insurable as such, at standard rates by a title insurance company licensed to do business in the State of Georgia, subject only to (i) ad valorem taxes and assessments not then due and payable (ii) zoning ordinances affecting the Property (iii) general utility easements of record servicing the Property (iv) public roads and highways and the rights of the general public in and to same, and (v) such other exceptions to title as Purchaser shall have approved or to which Purchaser fails to object.

6. *Closing Costs and Prorations.* Seller shall pay any legal fees of its own counsel and the cost of any title clearance documentation required to convey title pursuant to Paragraph 5 hereof. Purchaser shall pay all other closing costs including without limitation the cost of title insurance, transfer taxes on the deed of conveyance and any legal fees of its own counsel. All rental payments, if any, ad valorem taxes and annual special assessments and charges for the calendar year of Closing shall be prorated as of the date prior to Closing. Seller shall pay all utilities in full as of the date of Closing and cancel its accounts and contracts with utility providers. If the Closing shall occur before the tax period is fixed for the current tax year, such taxes shall be apportioned on the basis of the tax rate for the preceding tax year applied to the latest assessed valuation. Should the actual assessment of such taxes for the year in which the Closing is consummated be different than the amount used as the basis for such proration, Purchaser and Seller, promptly upon receipt by either of them of the notice or bill for such taxes, shall make the proper adjustment so that such proration will be accurate, based upon the actual amount of such taxes. Payment of any adjustment shall be made promptly to Seller or Purchaser, whichever shall be entitled to such payment, by the other party.

7. *The Possession of Property.* Seller shall deliver possession of the Property to Purchaser at the time of Closing.

8. *Survey.*

(a) *Land Survey.* Purchaser may obtain a survey (the "Survey") from a Georgia Registered Land Surveyor, showing the Property to be conveyed under this Agreement. Promptly upon receipt of said Survey, Purchaser will cause Seller to be provided with a copy thereof. The Survey shall indicate the total number of acres of the Property to the nearest hundredth of an acre. The Survey shall exclude the site designated by the Seller and the City for the Municipal Complex. The parties acknowledge and agree that the Municipal Complex site shall be reserved by the Seller and not included in the Property to be conveyed to Purchaser. The legal description attached to the limited warranty deed to be executed by Seller in favor of Purchaser at Closing shall be identical to the legal description contained in the deed of conveyance vesting title to the Property in Seller, less and except therefrom any and all conveyances out of Seller occurring prior to the conveyance to Purchaser. The Survey shall form the basis of the legal description to be used in a Quit-Claim deed of conveyance to be executed by Seller in favor of Purchaser at Closing. If the Survey is reasonably unacceptable to Seller, then Seller may, after receipt of Purchaser's Survey, appoint (at Seller's expense) a second

surveyor who shall prepare a second survey which shall attempt to resolve with Purchaser's surveyor any discrepancies with or objections to the Survey. In the event the two surveyors are unable to resolve such matters, then they shall immediately appoint a third surveyor whose decision shall conclusively determine the disposition of any discrepancies or objections with regard to the Survey. The cost of the third survey shall be shared equally by Purchaser and Seller. In the event that it should reasonably appear that a second and/or third survey, if required, could not be accomplished and reviewed before the Outside Closing Date herein, then and in that event, the Outside Closing Date will be extended for an additional period of thirty (30) days, or until such other time as the parties may agree. In such event, the extension will not result in an increase in the Purchase Price or in any penalties to either party.

(b) *Topographical Survey.* Seller will obtain and provide to Purchaser, at Seller's sole cost and expense, a topographical survey of the Property.

9. *Brokerage Commissions.* Each party hereto represents to each other party that it has not engaged any broker or agent in connection with this Agreement and no commission will be due on the Closing.

10. *Notices.* All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and should be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postpaid and registered or certified with return receipt requested, or by delivery against signed receipt by a nationally recognized overnight courier service. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee and the time period in which a response to any notice, demand or request must be given shall commence on the date of receipt by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand or request sent. Any such notice, demand or request shall be sent to the signatory named herein at the respective addresses set forth in the introductory paragraph of this Agreement.

11. *Inspection.* At or prior to the execution of this Agreement, Seller will provide to Purchaser all information within the possession or control of Seller concerning title, survey, environmental, engineering, geotechnical, hydrological and all other similar information with respect to the Property. Commencing on the date hereof and continuing as long as this Agreement shall remain in force, Purchaser shall have the right to go on the Property personally or through agents, employers and contractors for the purpose of making boundary line and topographical surveys of same, soil tests, environmental tests or assessments, hydrological tests, boring and percolation tests and such other tests, analyses and investigations of the Property as Purchaser deems desirable. Purchaser shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Seller in the Property or to charge the proceeds payable hereunder for any claim in favor of any person dealing with Purchaser, including those who may furnish materials or perform labor for any construction or repairs, and any such liens shall be attached to, if at all, only the Purchaser's interest, if any, granted the Purchaser by this instrument. Purchaser covenants and agrees that it will pay or cause to be paid all sums legally due and payable by or on account of any labor performed or materials furnished in connection with any work performed on the Property at Purchaser's direction

as to which any lien is or can be validly or legally asserted against its interest, if any, in the Property, and that it will save and hold Seller harmless of any and all loss, costs or expense, based upon or arising out of asserted claims or liens therefor against the Purchaser's estate, if any, or against the right, title or interest of the Seller in the Property. Purchaser saves and holds Seller harmless from and against loss or damage Seller may incur and any and all liens that may arise as a result of Purchaser's activities or the activities of Purchaser's agents, representatives or designees on the Property and against any and all claims for death or injury to persons or property arising out of or connected with Purchaser's (or its agents, representatives or designees) going upon the Property pursuant to the provisions of this Paragraph or otherwise, and against all costs, expenses and liabilities occurring in or in connection with any such claim or proceeding brought thereon, including, without limitation, court costs and reasonable and actual attorney's fees. In the event Purchaser fails to exercise its option and Purchase the Property, Purchaser agrees to, prior to the expiration of the Term hereof, restore the Property to the condition in which it existed prior to the exercise of Purchaser's Inspection and repair any and all damage done to Property. The obligations contained in this section shall expressly survive the termination of this Agreement.

Purchaser agrees to keep confidential, until Closing has occurred, all information relating to the Property provided to Purchaser by Seller or obtained by Purchaser in the course of Purchaser's performing inspections, studies or evaluations of the Property; provided, however, that such information may be disclosed to Purchaser's consultants, employees, attorneys and engineers who are assisting Purchaser with Purchaser's inspection and evaluation of the Property. Purchaser agrees that in addition to the other confidentiality obligations contained herein, Purchaser shall not disclose to Seller the findings or results of any inspections, tests, studies or evaluations performed by or on behalf of Purchaser (except the Title Commitment and any survey of the Property) unless requested to do so by Seller in writing.

Acknowledging Purchaser's opportunity to inspect the Property, Purchaser agrees to take the Property "as is" with all faults and conditions thereon. Any information, reports, statements, documents or records ("Disclosures") provided or made to Purchaser or its constituents by Seller, its agents or employees concerning the condition of the Property shall not be representations or warranties. Purchaser shall not rely on such Disclosures, but rather, Purchaser shall rely on its own inspection of the Property. Except for the warranty of title and Representations and Warranties contained herein, Purchaser acknowledges and agrees that Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property including, but not limited to, the following: (a) the nature, quality or condition of the Property, including, without limitation, the water, soil, geology, access thereto or any portion thereof being in a flood plain or being wetlands, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (e) the habitability, merchantability or fitness for a particular purpose of the Property, or (f) any representations regarding termites, endangered species, wastes, as defined by the U.S. environmental regulations at 40 C.F.R. or any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, ("CERCLA", 42 U.S.C. §9601-9657, as amended), as amended by the

Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act ("RCRA", 42 U.S.C. §6901 et seq.), the Toxic Substances Control Act, and the Federal Insecticide, Fungicide and Rodenticide Act, as amended, and regulations promulgated thereunder. Purchaser acknowledges and agrees that the provisions contained in this Section were essential components of the consideration for the sale of the Property by Seller, and a material inducement to Seller's entering into this Agreement.

12. *Condition of the Property; Condemnation.* At Closing, Seller shall deliver to Purchaser possession of the Property in substantially the same condition as on the date of Purchaser's exercise of the Option. If all or any material portion of the Property shall be damaged prior to Closing, Purchaser may elect (i) to terminate this Agreement and if Purchaser so elects then Seller shall refund the Option Payment to Purchaser or (ii) to consummate this transaction with full entitlement to receive any such insurance as is paid on the claim of loss or condemnation award as may be paid or payable with respect to such taking.

13. *Default by Seller.* If Seller is unable to give good and marketable title to the Property or such as will be insured by a reputable title insurance company as provided in Paragraph 5 hereof, then Purchaser shall have the option of (a) taking such title as Seller can give without abatement of the Purchase Price or (b) being repaid the Option Payment; and in the latter event, except for such repayment there shall be no further liability or obligation by either of the parties hereunder, except as expressly set forth herein, and this Agreement shall be terminated.

14. *Miscellaneous.*

- A. Time is of the essence of this Agreement.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Barrow County, Georgia.
- C. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument.
- D. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
- E. This Agreement shall survive the Closing and shall not be merged into any of the documents executed at closing.

F. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against Seller and Purchaser and their respective heirs, legal representatives, successors and assigns, as the case may be.

15. *Termination.* That Option Agreement executed on or about December 7, 2017 is hereby terminated by agreement of the parties. .

IN WITNESS WHEREOF, the parties have executed this Agreement under seal this ____day of January, 2020.

SELLER:

CITY OF AUBURN

DOWNTOWN DEVELOPMENT AUTHORITY

Signed sealed and delivered before me
this ____ day of
January, 2020 :

Witness

_____(SEAL)
Jason Morris, Chairman

Notary Public
State of Georgia
My commission expires: _____

[NOTARIAL SEAL]

PURCHASER:

SCHMIT+ASSOCIATES LLC

Signed sealed and delivered before me
this ____ day of
January, 2020

Witness

By:_____(SEAL)
David J. Schmit

Notary Public
State of Georgia
My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT "A"

All that tract or parcel of land lying and being in GMD 1740, Barrow County Georgia, being more particularly described as follows:

To find the true point of beginning, begin at the intersection of the northeasterly right of way College Street with the southwesterly right-of-way of U.S. Highway 8 (said highway having a 60 foot right-of-way), traveling thence 685.17 feet along the Southerly right-of-way of U.S. Highway 8 to an iron pin found, said point being the TRUE POINT OF BEGINNING; traveling thence along said right-of-way of Highway 8 South 65 degrees 30 minutes 00 seconds East a distance of 324.73 feet to an axle found on the Southerly right-of-way of U.S. Highway 8, thence leaving said right-of-way traveling South 39 degrees 54 minutes 39 second West a distance of 179.23 feet to an iron pin found, traveling thence South 07 degrees 54 minutes 42 seconds West a distance of 581.24 feet to an iron pin set, traveling thence North 82 degrees 05 minutes 18 seconds West a distance of 155.00 feet to an iron pin set, traveling thence South 07 degrees 54 minutes 42 seconds West a distance of 95.00 feet to an iron pin set, traveling thence South 82 degrees 05 minutes 18 seconds East a distance of 155.00 feet to an iron pin set, traveling thence South 07 minutes 54 seconds 42 degrees West a distance of 10.00 feet to a one and one-quarter inch pipe found, traveling thence South 49 degrees 70 minutes 32 seconds West a distance of 584.22 feet to a wagon axel found, traveling thence South 55 degrees 26 minutes 03 seconds West a distance of 157.33 feet to a rock found, traveling thence North 75 degrees 26 minutes 00 seconds West a distance of 434.66 feet to an iron pin set, traveling thence North 36 degrees 23 minutes 55 seconds East a distance of 786.99 feet to an iron pin found, traveling thence North 36 degrees 23 minutes 55 seconds East a distance of 715.94 feet to the TRUE POINT OF BEGINNING, said tract containing 14.931 acres as shown as Tract 1 on that plat of survey for the City of Auburn, Georgia prepared by W.T. Dunahoo, Georgia Registered Land Surveyor No. 1577, dated March 10, 2016. Said plat is incorporated herein by reference for a complete description thereof, LESS AND EXCEPT the acreage designated by the Seller as the Municipal Complex property, which shall be reserved to the Seller.

Internal Schedule December 2019

City of Auburn // LCI

Meeting #	Meeting	Time/Date	Location	TSW	BLEAKLY	AEC	PP+D	CITY	ARC	Notes
1	Internal Kick-Off Meeting	Noon; 12/2/2019	City of Auburn	X		X		X	X	
2	Site Visit	Jan. 2020		X		X	X			
3	Advisory Group Meeting #1	Feb. 2020		X					X	
4	Tentative - Stakeholder Interviews (day one)	Late Feb/ Early March 2020		TBD		TBD	TBD			
5	Tentative - Stakeholder Interviews (day two if needed)	Early March 2020		TBD						
6	Intercept Survey (TBD)	Early March. 2020		X		TBD	TBD	X		
7	Advisory Group Meeting #2	Mid March 2020		X	X				TBD	
8	Public Kick-Off / Workshop	Late March 2020		X	X	X	X	X	X	
9	Advisory Group Meeting #3	Early June 2020		X		X	X		TBD	
10	Draft Plan open House	Mid June 2020		X		X	X	X	X	
11	Advisory Group Meeting #4	TBD		X					TBD	
12	Final Plan Review with ARC	TBD		X		X	X	X	X	
13	Presentation to City Council/ Final Plan Open House	TBD		X		TBD	TBD	X	X	

*Project management team meetings to occur at least once a month to review relevant materials.

WORK PLAN DEVELOPMENT

Elements of Work Plans (example)

Mission Statement: The mission statement has one clear and simple message; it states the purpose of the organization.

The purpose of the Sampleville Business District Main Street Program is to develop and promote a healthy and prosperous neighborhood business district within the context of cultural and historic preservation.

Goals: The goals are more specific statements of purpose, which can be clearly divided into a committee structure. Usually it is best for each committee to have only one goal. This goal should reflect the general purpose or mission of the committee.

Board of Directors - Provide effective centralized management of the neighborhood business district and increase involvement in the program.

Promotion Committee - Promote the neighborhood business district as the community's social, cultural, and economic center.

Design Committee - Encourage visual improvements through good design compatible with historic features.

Economic Restructuring Committee - Strengthen and broaden the economic base of the neighborhood business district.

Issues: Issues are typically classified as “problems” or “unmet opportunities”. They are not usually focused on just one activity, but tend to be broader, encouraging a number of possible activities.

There aren't enough things for kids to do in the neighborhood business district.

Objectives: Objectives are specific statements of how a goal will be reached. They usually outline the major areas of responsibility for committees. Objectives give structure to the numerous activities undertaken and help explain why a specific activity has been chosen. Objectives are usually issues that have been turned into positive action statements. Objectives might also be measurable.

Provide [two] more activities for children in neighborhood business district.

Activities: Activities are specific projects that have an identified timeframe. When completed, they are usually recognized as tangible accomplishments, such as an Easter parade or building inventory.

Tasks: Tasks are specific steps required to complete an activity.

Developing Workable 12-24 Month Action Plans

Step 1: Goal setting session for Board of Directors (4 to 5 hours to complete)

- List issues at random.
- Determine what area of concentration each issue fits under (organization, promotion, design, economic restructuring, & possibly parking). Group them together, and then delete duplicates. Note that the areas of concentration are reflective of the Main Street committee structure.
- Determine priorities. Remove the rest of the issues.
- Create objectives. Each objective statement should begin with an action verb.
- Create a goal statement for each committee based on the objectives--the organization "stuff" usually falls to the board or a subcommittee of the board.
- Create an overall mission statement to guide the organization, use the committee goal statements as a reference (if a mission statement has already been created, check it against the committee goals to see if it is still reflective of what the organization is working towards accomplishing).

Step 2: The Board of Directors should come up with a list of potential committee members based on the objectives for each committee.

Step 3: "Activity planning" brainstorming session (about 2 hours per committee)

- List possible activities under each objective.
- Determine priority activities for each objective.

Step 4. "Action planning" session (2 or 3 hour-long meetings to complete).

- Discuss possible timelines for each priority activity (i.e. when should this be started and how long will it take from beginning to end).
- Complete an "action plan" for *each* priority activity in which planning will need to begin within the next two-three months.
- Fill out a "timeline" sheet. Put all priority activities from the committee somewhere on the form. Think about what the workload will mean for those implementing activities -- is it realistic? Adjust as needed. The Board of Directors should approve the finished timeline.

Step 5: Refer back to your completed timeline sheet at each committee meeting. The committee or task force responsible for an upcoming activity should fill out an "action plan" as each activity draws nearer. If the activity has a completion deadline, scheduling from the deadline backwards may prove useful. Plan for "Murphy's Law"!

Board of Directors Goal Setting Session - Example

-Mission Statement: *The purpose of the Sampleville Business District Main Street Program is to develop and promote a healthy and prosperous neighborhood business district within the context of cultural and historic preservation.*

	GOALS	OBJECTIVES
BOARD OF DIRECTORS	Provide effective leadership and increase involvement in the program.	<ul style="list-style-type: none"> • Improve all channels of communication. • Stabilize and increase funding. • Develop a five year plan. • better overall community involvement. • Restructure committees to function more efficiently.
PROMOTION COMMITTEE	Promote the commercial area as the community's social, cultural, and economic center.	<ul style="list-style-type: none"> • Market a positive image of the commercial area. • Encourage more local shopping. • Continue and strengthen existing successful promotions. • Develop a formal evaluation process for promotions. • Expand distribution area of informational materials about the commercial area.
DESIGN COMMITTEE	Encourage visual improvements through good design compatible with historic features.	<ul style="list-style-type: none"> • Educate both members and the public about good design elements. • Give input as needed into design review process. • Develop and begin implementing a plan for visual enhancement within the context of historic and cultural preservation. • Identify and implement a program for needed public improvements.
ECONOMIC RESTRUCTURING COMMITTEE	Strengthen and broaden the economic base of the commercial area.	<ul style="list-style-type: none"> • Develop a retention and expansion program including education of good business practices. • Develop and implement a market profile, recruitment plan, and package. • Increase communication with the commercial area property owners. • Develop and maintain a system to provide vacancy and sales information on commercial district properties.

Committee Activity Plan - Example

Committee: PROMOTION	Objective: Market a positive image of the neighborhood business district
Possible Activities:	
	<ul style="list-style-type: none"> • Produce a business directory for the neighborhood business district *
	<ul style="list-style-type: none"> • Series of image building ads in local media outlets *
	<ul style="list-style-type: none"> • Monthly letters to the editor
	<ul style="list-style-type: none"> • Change logo to better reflect the neighborhood
<p>NOTE: Those activities with *'s indicate those that were determined most important to accomplish in the next twelve to eighteen months</p>	

After brainstorming all possible activities, determine those most important. Create timelines based on those activities. Remember to be realistic in expectations of how much can actually be accomplished in a year.

Committee Work Plan - Example

Committee: **PROMOTION**

Committee Goal: Promote the neighborhood business district as the social, cultural, and economic center.

Activity: Produce a business directory

Objective of activity: Market a positive image of the neighborhood business district.

Task	Member Responsibility	Due Date	Done	Budget
1. Complete Business Inventory	ER Committee	April	✓	See ER
2. Categorize Business Type	Susan	1-May	✓	\$0
3. Design Brochure Format	Jeff	1-May	✓	\$10
4. Obtain Base Map for Layout	Tom	1-May	✓	\$0
5. Budget Estimate	Pam and Treas.	1-May		\$0
6. Identify Public Parking Areas	Tom and District	1-May		\$0
7. Indetify Major Landmarks	Tom and District	1-May		\$0
8. Design Mock-up	Jeff and Artist	1-Jun		\$150
9. Printing Bids	Pam and Jeff	9-Jun		\$0
10. Approve Print Sample	Jeff, Tom, Pam	1-Jul		\$0
11. Print Brochure	Printer	12-Jul		\$2,100
12. Indentify Distribution Sites	Susan	15-Jul		\$0
13. Distribute Borchures	Committee	21-Jul		\$0
14. Distribution Sites Checked and Refilled	Director/Committee	Monthly		\$0
			TOTAL	\$2,260

Committee Timeline - Example

Committee: PROMOTION

Committee activities and task
force objectives

CALENDAR OF EVENTS AND TASKS

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
Poll membership re: successful promo	█	█	█											
Change logo		█	█	█										
Annual clam bake		█	█	█										
Classic auto show		█	█	█	█	█								
Morning madness			█	█										
4th of July parade			█	█	█	█								
Produce a business directory				█	█	█	█							
Image building directory					█	█	█	█	█	█	█	█	█	█
Image building ads					█	█	█	█						
Sidewalk sale					█	█	█	█	█	█	█			
Christmas: lighting/decorations					█	█	█	█	█	█	█			
Christmas: Santa Lucia Festival							█	█	█	█	█	█		
Christmas: advertising								█	█	█	█	█		
Christmas: holiday fashion show								█	█	█	█	█		
Christmas: window display contest								█	█	█	█	█		
Christmas: brochure								█	█	█	█			
Stormy night sale									█	█				
Thanksgiving weekend sale										█	█			
Christmas: Santa's arrival										█	█	█		
Christmas: Carolling										█	█	█		
Christmas: open house weekend										█	█	█		

Community Work Plan Review Form

Annual Work Plan

Vision Statement

Mission Statement

Community Transformation Strategies

Transformation Strategy #1:

Transformation Strategy #2:

Transformation Strategy #3:

Top Priorities for Year 2018

Status:

Achieved

In Progress

Stalled

Goal #1

Goal #2

Goal #3

Additional Comments:

Committee

Committee Chair:

Transformation Strategy:

Goal:

Objective

Status	Task	Responsible Party	Cost	Funding Source	Time Line

Partner Involvement

Organization Name	Primary Contact	Level of Commitment

Synopsis of Activity: