



**Rowan County Tourism Development Authority and
Salisbury Tourism Development Authority Joint Board of Directors Meeting
Wednesday, February 13, 2013
Noon, Gateway Building**

BOARD MEETING AGENDA

- | | | |
|-------|--|--|
| I. | Call to Order (RCTDA Board) | Krista Osterweil, RCTDA Board Chair |
| II. | Call to Order (Salisbury TDA Board) | Bill Burgin, Salisbury TDA Board Chair |
| III. | Welcome, Opening Comments | Bill Burgin, Salisbury TDA Board Chair |
| IV. | Approval of Rowan County TDA January Minutes | Krista Osterweil, RCTDA Board Chair |
| V. | Approval of Salisbury TDA January Minutes | Bill Burgin, Salisbury TDA Board Chair |
| VI. | Salisbury TDA Financial Report | John Sofley |
| VII. | Tourism Development | Bill Burgin, Salisbury TDA Board Chair |
| VII. | Joint Tourism Marketing Committee | Andrew Waters, Committee Chair |
| | 1. Marketing partnerships | |
| VIII. | Master Plan Implementation Committee | Mark Lewis, Committee Chair |
| | 1. Organizational structure | |
| | 2. Development partnerships | |
| IX. | Salisbury TDA Board Meeting Adjourns | |
| X. | Rowan County TDA Board Meeting Adjourns | |



**SALISBURY TOURISM AUTHORITY
dba
SALISBURY TOURISM AND CULTURAL DEVELOPMENT COMMISSION**

Minutes
February 13, 2013

The Salisbury Tourism and Cultural Development Commission (STCDC) assembled at the Gateway Building, 204 East Innes Street, second floor, at noon for a joint meeting with the Rowan County TDA.

STCDC: Kelly Alexander, Boris Bunich, Bill Burgin, Randy Hemann, Brian Miller, Krista Osterweil, David Redden

Absent: Mark Lewis and Barbara Perry

Staff representatives: James Meacham, Diana Moghrabi, Lesley Pulliam, John Sofley, and Gail Elder White

Rowan TDA: Jon Barber, Andrew Waters, Amie Baudoin, Jeanie Moore, Krista Osterweil, Dan Peters, Wes Thompson, Gretchen Witt, Kelly Alexander and Brian Miller

Guests: Robert Van Geons, Chip Short, Greg Edds, Pete Teague, Paul Brown

Bill Burgin brought the STCDC meeting to order and Krista Osterweil brought the Rowan County TDA to order.

- Minutes of the Rowan County January 2013 meeting were approved as submitted.
- Minutes of the STCDC January 9, 2013, meeting were approved as submitted.
- John Sofley will provide the services as city liaison to the Salisbury TDA; Joe Morris retired from the City of Salisbury, NC January 31.

FINANCIALS

John Sofley provided the financial report (attached) which was received as information. He also provided a comparison (graph) of receipts by month for the last three fiscal years based on when collected by hotels. (Attached)

The Salisbury TDA received a request from Rowan County Commissioner Jim Sides for a copy of the revenue/expenditures which has been provided. Bill Burgin followed up to be certain any questions he had were answered. The Rowan County TDA received a similar request along with the request for a copy of the RCTDA enabling legislation.

SALISBURY DESTINATION DEVELOPMENT

Bill Burgin opened the subject of the Salisbury TDA capital dollars. He proposed that Rowan County TDA staff, James Meacham, change his job description to include the ability to manage STCDC capital development projects saying that the Salisbury City Manager approved this change in conversation they had.

The trolley partnership, led by James, is an example of what is to be determined. There will be a need for day-to-day management of the new farmers' market.

Salisbury TDA Motion:

Motion by Brian Miller for the RCTDA Executive Director to manage destination development projects and serve as staff support for the Destination Development Committee and coordinate projects, when applicable, with the appropriate government departments, agencies, organizations and partners as applicable. Request that the RCTDA Board of Directors adopt the motion and amend the Executive Director's job description to reflect the new duties. Randy Hemann seconded the motion with all members voting AYE. (7-0)

RCTDA Motion by Dan Peters to concur with and adopt the Salisbury TDA's action for the RCTDA Executive Director to manage Salisbury TDA Destination Development Projects and serve as staff support for the Destination Development Committee and amend the Executive Director's job description to reflect the new duties. Wesley Thompson seconded the motion with all members voting AYE.

JOINT MARKETING REPORT

Andrew Waters reported that action was taken on the Memorandum of Understanding with the North Carolina Transportation Museum Foundation that will be presented today for approval by the two TDAs.

Kristen Trexler has been hired as the Salisbury Rowan Tourism Development Authority Destination Marketing and Communications Manager.

The North Carolina Main Street Conference was successful with a record-breaking 465 registered attendees.

Rowan County is in negotiation as a finalist to host a substantial tourism event—Tough Mudder. It will be determined by whether they can make their course work.

F&M Bank will be a 10-year title sponsor for the trolley system. Total value of the sponsorship will be close to \$60,000 and will include free [parking] space. We will have a rollout event to celebrate. This will mean accelerated debt reduction on the trolleys. Upfront costs will cover retrofitting the trolleys with the F&M logo.

NORTH CAROLINA TRANSPORTATION MUSEUM FOUNDATION

James Meacham presented the 3-party agreement for marketing the large revenue-generating events (6-8) that put “heads in beds.” The Master Plan Implementation Committee and the Joint Marketing Committee both approved the Memorandum of Understanding between North Carolina Transportation Museum Foundation, Salisbury Tourism Development Authority and the Rowan County Tourism Development Authority with some edits. Copy of the proposed document is attached.

The RCCVB will build a marketing program around the budget to amplify the events. The Foundation will approve the plan. Kelly Alexander said that the NCTMF Board has approved the Memorandum of Understanding so far and will have an opportunity to review the final document.

Brian Miller would like to discuss how outcomes will be measured. Boris Bunich will be interested in overnight stay comparisons for hoteliers.

Salisbury TDA Motion:

Randy Hemann made a MOTION to approve the Memorandum of Understanding regarding a marketing partnership between the NC Transportation Museum Foundation, Salisbury Tourism Development Authority and the Rowan County Tourism Development Authority. Dave Redden seconded the motion with all members VOTING AYE. (Kelly Alexander abstained) (6-0)

Rowan TDA Motion:

Motion by Brian Miller to approve the Memorandum of Understanding regarding a marketing partnership between the North Carolina Transportation Museum Foundation, Salisbury Tourism Development Authority and the Rowan County Tourism Development Authority, and to authorize staff to implement the program of work as outlined in the Memorandum of Understanding. Wes Thompson seconded the motion with all members VOTING AYE. (Kelly Alexander abstained)

MASTER PLAN IMPLEMENTATION COMMITTEE

A. Organizational Structure

James Meacham said this is regarding the creation of the Salisbury-Rowan County Convention and Visitor Bureau 501 (c) (6). “We have discussed this at about six different meetings since the master plan was adopted.” He continued, “At your December board

meetings you did adopt a motion to proceed with the creation of the 501 (c) (6). This will be a dual membership organization between the Rowan County Tourism Development Authority and the Salisbury Tourism Development Authority (Salisbury Tourism and Cultural Development Commission). This is where the marketing and operations would function and live. The tourism staff would be housed here.

Woodson, Sayers, Lawther, Short, Parrott, Walker & Abramson, LLP—Attorneys and Counselors at Law, 225 N. Main Street, Suite 200, Salisbury, NC provided the paperwork (two documents) for review which is attached. Chip Short went over the documents to be submitted to the Secretary of State. Once approved, we can obtain an EIN and then file form 1024.

Originally, James Meacham was inserted as the incorporator, but that has been changed to the chairs of the organizations that will be signing. Once this is approved, adopted bylaws would follow. Each board will stay in tack and will determine what staff does and how they operate. Fiscal year will follow the current government fiscal years. (July 2013–June 2014) Chip will get the names and addresses of the board/commission members.

Salisbury TDA Motion 501 (C)(6) Organizational Structure:

Boris Bunich made a MOTION to concur with the 501 (c)(6) application and authorize the application to be submitted on behalf of the Salisbury Tourism Development Authority. Randy Hemann seconded the motion with all members VOTING AYE.

Rowan County TDA MOTION 501 (c)(6) Organizational Structure:

Andrew Waters made a Motion to concur with the 501 (c)(6) application and authorize the application submission on behalf of the Rowan County Tourism Development Authority. Wes Thompson seconded the motion with all members VOTING AYE.

B. Partnership Structure

Rowan County TDA Gateway Building:

Bill Burgin introduced Robert Van Geons, Executive Director of the Rowan County Economic Development Commission (EDC); Paul Brown, EDC Chair; Pete Teague, EDC Vice Chair; and Greg Edds former chair of the Chamber of Commerce.

Bill Burgin said that the goal is to make the Gateway Building perform better in relationship to the available dollars each of our organizations have to the good of the community.

One way to do this is to have Rowan County TDA “takeover” and manage the building. Their non-profit status relieves county taxes in the amount of \$30,000. There are deed restrictions that include the return of the building to the Chamber of Commerce if necessary.

Greg Edds spoke on behalf of the Chamber of Commerce. They will be hiring a new director who can collaborate with the newly formed relationships and move them forward to the next level. He announced that they had highly qualified individuals interviewing for the position. Robert Van Geons noted that they are doing some physical changes to the building and sharing staff in an effort to reduce overhead and administrative costs. This (relationship) is an exciting part of the evolution.

James Meacham and Chip Short did a recap of what the Rowan County Chamber of Commerce approved at their January 2013 meeting. Copies of the General warranty deed, management operational agreement and cost savings were provided for review and are attached. (The City of Salisbury, NC owns the parking lot.) Next year the property will be tax exempt.

James said they will provide the secretarial aspects, minutes and will be a part of the public record.

Motion one was made by Brian Miller and seconded by Dan Peters. "To accept ownership of the Gateway building through a deed transfer from the Rowan County Chamber of Commerce's Focus Future, LLC and agree to the deed restrictions as written and authorize the deed transfer." All members VOTED AYE.

Motion two was made by Kelly Alexander and seconded by Brian Miller. "To accept from the Rowan County Chamber of Commerce all funds associated with building operations and building reserves and upon receipt of the funds restrict the use of funds to the Gateway building." All members VOTED AYE.

Motion three was made by Dan Peters and Brian Miller. "To accept and adopt the Gateway Building Management Agreement." All members VOTED AYE.

Salisbury TDA:

A MOTION was made by Brian Miller and seconded by Dave Redden "to endorse and support the actions taken by the Rowan County TDA and Rowan County Chamber of Commerce pursuant the Gateway building and economic development partnerships."

Brian Miller said this is an efficient way to run things, and he would not want to see the County Commissioners penalize the EDC for the financial savings.

Jon Barber said this partnership gives the EDC money to bring more jobs to this county and removes any previous bad feelings.

Pete Teague added that the Gateway building is a tool and what matters is what goes on in it.

The Chamber of Commerce set up a community fund.

ADJOURNED

Salisbury Tourism and Cultural Development Commission

Balance Sheet

January 31, 2013

ASSETS

Cash and investments	\$	222,006
Accrued interest		<u>3,549</u>
Total assets	\$	<u>225,555</u>

LIABILITIES AND FUND EQUITY

LIABILITIES

Accounts payable	\$	<u>-</u>
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FUND EQUITY

Fund balance:		
Reserved for Capital	\$	291,156
Unreserved		<u>(65,601)</u>
Total fund equity	\$	<u>225,555</u>

Total Liabilities and Fund Equity	\$	<u>225,555</u>
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Salisbury Tourism and Cultural Development Commission

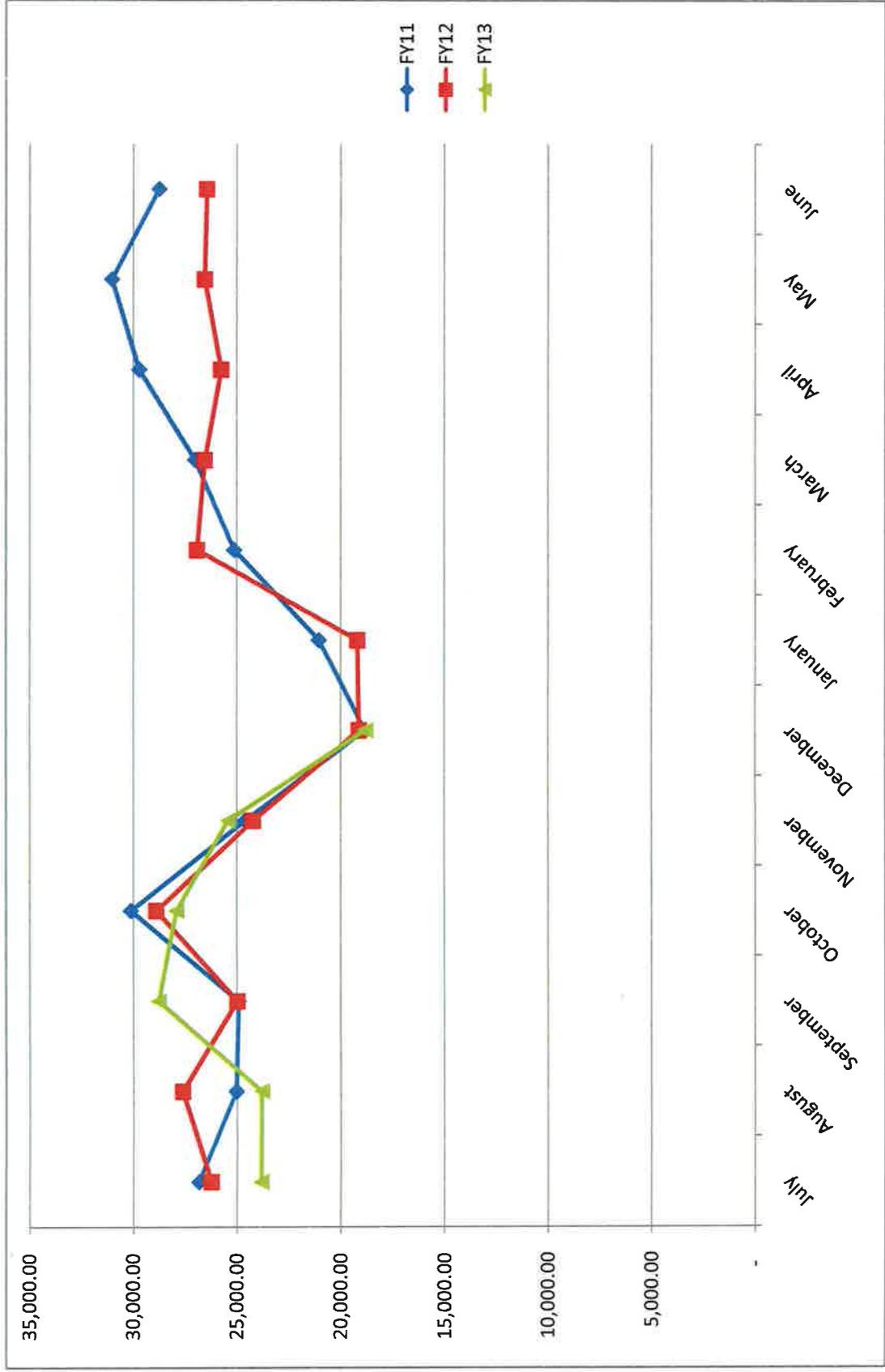
Statement of Revenues and Expenditures and Change in Fund Balance

For the Year to Date Period Ending January 31, 2013

	<u>Actual</u>	<u>Budget</u>	Variance with Budget Positive (Negative)
REVENUES:			
Occupancy Tax Receipts	\$ 179,964	\$ 310,000	\$ (130,036)
Interest Income	658	2,000	(1,342)
Total revenues	<u>\$ 180,622</u>	<u>\$ 312,000</u>	<u>\$ (131,378)</u>
EXPENDITURES:			
Marketing	\$ 170,973	\$ 194,400	\$ 23,427
Operating Expenses	4,728	5,000	272
Capital			
Trolley	1,635	58,976	57,341
Other	46,671	44,324	(2,347)
Administrative Fee	<u>5,399</u>	<u>9,300</u>	<u>3,901</u>
Total expenditures	<u>\$ 229,406</u>	<u>\$ 312,000</u>	<u>\$ 82,594</u>
NET INCREASE (DECREASE) IN FUND BALANCE	\$ (48,784)	<u>\$ -</u>	<u>\$ (48,784)</u>
FUND BALANCE, JULY 1, 2012	<u>\$ 274,339</u>		
FUND BALANCE, JANUARY 31, 2013	<u>\$ 225,555</u>		

Salisbury Tourism and Cultural Development Commission

Comparison of Receipts by Month, Last Three Fiscal Years
(based on when collected by hotels)



**A Memorandum of Understanding to Increase Marketing Capacities & To Establish
A Marketing Partnership**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is by and between the Salisbury Tourism Development Authority DBA the Salisbury Tourism and Cultural Development Commission, a North Carolina Public Authority ("STCDC"), the Rowan County Tourism Development Authority, a North Carolina Public Authority ("RCTDA") and The North Carolina Transportation Museum Foundation, a 501c (3) Non-Profit Organization ("NCTMF").

RECITALS

WHEREAS, the STCDC and the RCTDA operate as public authorities, established by the NC General Assembly and charged with promoting and developing tourism for purposes of community and economic development within Salisbury and Rowan County, North Carolina; and

WHEREAS, NCTMF works to support and promote the North Carolina Transportation Museum ("NCTM"), a state owned tourism and cultural site located in Spencer, North Carolina; and

WHEREAS, the STCDC, the RCTDA, and NCTMF seek to maximize opportunities for marketing tourism events and activities at the NCTM through a collaborative and strategic partnership that supports increased efficiencies, promotes shared resources and enhances the experience of citizens and visitors at the NCTM.

WHEREAS, the STCDC & RCTDA ("Tourism") and NCTMF seek to:

1. Continue to expand upon the existing marketing partnership between Tourism and NCTMF by:
 - a. Creating a framework based on organizational strengths and shared capacities.
 - b. Effectively marketing North Carolina Transportation Museum events as a premiere visitor experience that encourages visitor spending at the NCTM within Salisbury-Rowan County, and enhances economic development.
2. Recognize common values between hospitality related businesses, cultural organizations, public entities and businesses within Rowan County in order to advance the NCTM as a visitor and cultural attraction.
3. Combine appropriate operational functions in order to better utilize limited financial resources and maximize marketing returns.

WHEREAS, Tourism and the NCTMF recognize the importance of inter-governmental and interagency cooperation in developing and providing strategic and efficient platforms for economic, tourism and community development in Rowan County, in an effort to benefit local attractions, businesses and the destination at large.

I. GENERAL CONDITIONS

1. This MOU is expressly conditioned upon, and subject to, the parties hereto entering into the mutually acceptable MOU and all aspects of the MOU pursuant to an event marketing partnership for the purpose of increasing visitation and economic development through tourism endeavors at the North Carolina Transportation Museum.

II. PARTIES TO THIS PROPOSAL

1. Salisbury Tourism and Cultural Development Commission (Tourism), (STCDC), a North Carolina Public Authority.
2. Rowan County Tourism Development Authority (Tourism), (RCTDA), a North Carolina Public Authority.
3. North Carolina Transportation Museum Foundation (NCTMF), a 501c (3) Non-Profit Organization.

III. PROPOSAL COMPONENTS:

1. Initiate a structured marketing partnership between Tourism and NCTMF for marketing special events and activities at the NCTM.
2. Tourism will work in tandem with the NCTMF on developing specific marketing programs and platforms for special events held in conjunction with the NCTM and will utilize existing marketing expertise and current marketing strategies for the purpose of increasing visitation.
3. Upon adoption of the MOU, Tourism will assume the primary marketing responsibilities for NCTMF supported special events held in conjunction with the NCTM, including but not limited to events, promotions, marketing related communications, broad based and specific marketing programs related to NCTMF supported events.
4. ~~Tourism will perform marketing in a manner consistent with the mission, goals and objectives of the~~ NCTMF. Tourism will utilize best practices in tourism, event and destination marketing.
5. The NCTMF will develop a marketing budget for each special event and submit to Tourism for the development of a marketing program and plan based on the submitted budget.
6. Tourism will submit an event marketing plan for each event to the NCTMF for approval. The marketing plan will include, but not be limited to, specific marketing programs, costs, partnership opportunities with area attractions, packaging opportunities and identified growth opportunities for each event. NCTMF will provide final approval for all marketing plans.
7. Tourism, when applicable, will identify areas where NCTMF special event marketing and Tourism's annual destination marketing program intersect and maximize opportunities to connect the NCTMF's event marketing with Tourism's destination marketing.
8. NCTMF agrees to provide funds to Tourism equivalent to the amount of the approved marketing budget for each NCTMF special event. Tourism shall only use NCTMF funds to market NCTMF approved events and activities.
9. Tourism agrees to provide a designated Tourism professional (Destination Marketing Manager) to service all marketing plans and execute the marketing and communication platforms for NCTMF supported special events.
10. Tourism will account for all marketing expenditures and outcomes related to NCTMF special events.

IV. TERMS AND OBLIGATIONS

1. The MOU's term is from March 1, 2013 to March 1, 2016 at which time, upon the agreement of all parties, the MOU may be extended.
2. The STCDC and the RCTDA agree to fulfill all responsibilities as defined in the MOU.
3. The NCTMF agrees to fulfill all responsibilities as defined in the MOU.
4. Any changes to the agreement require the approval of all three parties, STCDC, RCTDA and NCTMF.
5. Any party may terminate this agreement based on 90 days advanced written notice.
6. If the agreement is terminated, all parties agree to fulfill any marketing commitments made by Tourism on behalf of NCTMF under the terms of the MOU.

SIGNATURES

The parties to this MOU hereby acknowledge their intent to proceed in good faith for the purpose of advancing the economic and community benefits of increased tourism in Salisbury and Rowan County, North Carolina.

Salisbury Tourism and Cultural Development Commission
A North Carolina Public Authority

Rowan County Tourism Development Authority
A North Carolina Public Authority

By: _____
Bill Burgin, Chairman

By: _____
Krista Osterweil, Chairman

North Carolina Transportation Museum Foundation
501c (3) A Non-Profit Organization

By: _____
Roy Johnson, Chairman

ARTICLES OF INCORPORATION
NONPROFIT CORPORATION

OF

SALISBURY-ROWAN COUNTY CONVENTION & VISITORS BUREAU, INC.

Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation.

1. The name of the corporation is: SALISBURY-ROWAN COUNTY CONVENTION & VISITORS BUREAU, INC.
2. The corporation is a charitable or religious corporation as defined in N.C.G.S §55A-1-40(4).
3. The street and county of the initial registered office of the corporation is 204 East Innes Street, Suite 120, Salisbury, Rowan County, North Carolina 28144.
4. The mailing address *if different from the street address* of the initial registered office is: 204 East Innes Street, Suite 120, Salisbury, North Carolina 28144.
5. The name of the initial registered agent is:
6. The name and address of each incorporator is as follows:

Name

Address

204 East Innes Street, Suite 120
Salisbury, NC 28144

7. The corporation will have members.

8. Attached are provisions regarding the distribution of the corporation's assets upon its dissolution.
9. Any other provisions which the corporation elects to include are attached.
10. The street address and county of the principal office of the corporation is:
204 East Innes Street, Suite 120, Rowan County, Salisbury, North Carolina, 28144.
11. The mailing address *if different from the street address* of the principal office is: 204 East Innes Street, Suite 120, Salisbury, North Carolina 28144.
12. These articles will be effective upon filing, unless a later time and/or date is specified.

This the _____ day of Februray, 2013.

INCORPORATOR

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

I, a Notary Public of the aforesaid County and State, certify that INCORPORATOR personally appeared before me this day and acknowledged the due execution of the foregoing Articles of Incorporation.

WITNESS my hand and Notarial Seal, this _____ day of January, 2013.

My Commission Expires:

NOTARY PUBLIC

Application for Recognition of Exemption Under Section 501(a)

OMB No. 1545-0057

If exempt status is approved,
 this application will be open
 for public inspection.

Read the instructions for each Part carefully. **A User Fee must be attached to this application.**
 If the required information and appropriate documents are not submitted along with Form 8718 (with payment
 of the appropriate user fee), the application may be returned to the organization.

Complete the Procedural Checklist on page 6 of the instructions.

Part I. Identification of Applicant (Must be completed by all applicants; also complete appropriate schedule.)
 Submit only the schedule that applies to your organization. Do not submit blank schedules.

Check the appropriate box below to indicate the section under which the organization is applying:

- a Section 501(c)(2)—Title holding corporations (Schedule A, page 7)
- b Section 501(c)(4)—Civic leagues, social welfare organizations (including certain war veterans' organizations), or local associations of employees (Schedule B, page 8)
- c Section 501(c)(5)—Labor, agricultural, or horticultural organizations (Schedule C, page 9)
- d Section 501(c)(6)—Business leagues, chambers of commerce, etc. (Schedule C, page 9)
- e Section 501(c)(7)—Social clubs (Schedule D, page 11)
- f Section 501(c)(8)—Fraternal beneficiary societies, etc., providing life, sick, accident, or other benefits to members (Schedule E, page 13)
- g Section 501(c)(9)—Voluntary employees' beneficiary associations (Parts I through IV and Schedule F, page 14)
- h Section 501(c)(10)—Domestic fraternal societies, orders, etc., not providing life, sick, accident, or other benefits (Schedule E, page 13)
- i Section 501(c)(12)—Benevolent life insurance associations, mutual ditch or irrigation companies, mutual or cooperative telephone companies, or like organizations (Schedule G, page 15)
- j Section 501(c)(13)—Cemeteries, crematoria, and like corporations (Schedule H, page 16)
- k Section 501(c)(15)—Mutual insurance companies or associations, other than life or marine (Schedule I, page 17)
- l Section 501(c)(17)—Trusts providing for the payment of supplemental unemployment compensation benefits (Parts I through IV and Schedule J, page 18)
- m Section 501(c)(19)—A post, organization, auxiliary unit, etc., of past or present members of the Armed Forces of the United States (Schedule K, page 19)
- n Section 501(c)(25)—Title holding corporations or trusts (Schedule A, page 7)

1a Full name of organization (as shown in organizing document) Salisbury-Rowan County Convention & Visitors Bureau, Inc.	2 Employer identification number (EIN) (if none, see Specific Instructions on page 2) :				
1b c/o Name (if applicable)	3 Name and telephone number of person to be contacted if additional information is needed :				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">1c Address (number and street) 204 East Innes Street</td> <td style="width: 50%;">Room/Suite</td> </tr> <tr> <td colspan="2">1d City, town or post office, state, and ZIP + 4 If you have a foreign address, see Specific Instructions for Part I, page 2. Salisbury, North Carolina 28144</td> </tr> </table>	1c Address (number and street) 204 East Innes Street	Room/Suite	1d City, town or post office, state, and ZIP + 4 If you have a foreign address, see Specific Instructions for Part I, page 2. Salisbury, North Carolina 28144		()
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">1e Web site address</td> <td style="width: 30%;">4 Month the annual accounting period ends December</td> <td style="width: 40%;">5 Date incorporated or formed 2013</td> </tr> </table>	1e Web site address	4 Month the annual accounting period ends December	5 Date incorporated or formed 2013		
1e Web site address	4 Month the annual accounting period ends December	5 Date incorporated or formed 2013			

6 Did the organization previously apply for recognition of exemption under this Code section or under any other section of the Code? Yes No
 If "Yes," attach an explanation.

7 Has the organization filed Federal income tax returns or exempt organization information returns? Yes No
 If "Yes," state the form numbers, years filed, and Internal Revenue office where filed.

8 Check the box for the type of organization. ATTACH A CONFORMED COPY OF THE CORRESPONDING ORGANIZING DOCUMENTS TO THE APPLICATION BEFORE MAILING.

- a Corporation— Attach a copy of the Articles of Incorporation (including amendments and restatements) showing approval by the appropriate state official; also attach a copy of the bylaws.
- b Trust— Attach a copy of the Trust Indenture or Agreement, including all appropriate signatures and dates.
- c Association— Attach a copy of the Articles of Association, Constitution, or other creating document, with a declaration (see instructions) or other evidence that the organization was formed by adoption of the document by more than one person. Also include a copy of the bylaws.

If this is a corporation or an unincorporated association that has not yet adopted bylaws, check here

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization, and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

**PLEASE
 SIGN
 HERE**

 (Signature) (Type or print name and title or authority of signer) (Date)

For Paperwork Reduction Act Notice, see page 5 of the instructions.

Part II. Activities and Operational Information (Must be completed by all applicants)

- 1 Provide a detailed narrative description of all the activities of the organization—past, present, and planned. Do not merely refer to or repeat the language in the organizational document. List each activity separately in the order of importance based on the relative time and other resources devoted to the activity. Indicate the percentage of time for each activity. Each description should include, as a minimum, the following: (a) a detailed description of the activity including its purpose and how each activity furthers your exempt purpose; (b) when the activity was or will be initiated; and (c) where and by whom the activity will be conducted.

The City of Salisbury, North Carolina, is the county seat of Rowan County. The Rowan County County Commissioners have established the Rowan County Tourism Development Authority, a North Carolina public authority. The Salisbury City Council has established the Salisbury Tourism Development Authority, a North Carolina public authority. Both authorities are charged with promoting tourism for the purposes of community and economic development for Salisbury and Rowan County, North Carolina. Both authorities seek (1) to create a framework, based on organizational strengths, to effectively promote tourism within Salisbury and Rowan County, (2) to recognize common values between hospitality providers and attractions to advance tourism, (3) utilize limited financial resources to strategically market the destination, (4) to focus on the uniqueness and authenticity of the destination as a competitive advantage, and (5) to acknowledge the important roles of history, art, and culture in distinguishing Salisbury and Rowan County as a preferred location for a memorable visitor experience.

Particular activities planned are marketing Downtown Salisbury as a tourism asset; manage and develop festivals and events; marketing artists and galleries to attract new cultural tourists; increase business travel and involve business travelers in dining, arts, and entertainment activities; support the hotel, restaurant and tourism industries in Rowan County.

The Board of Directors will assist the Executive Director and the entire staff in these pursuits, which shall begin upon formation as a 501(c)(6) corporation.

- 2 List the organization's present and future sources of financial support, beginning with the largest source first.

The Rowan County Tourism Development Authority and the Salisbury Tourism Development Authority each have the ability to assess a three per cent (3%) hotel tax. These Authorities will contract with the new corporation to perform the functions listed above and will pay the new corporation from the hotel taxes.

Part II. Activities and Operational Information (continued)

3. Give the following information about the organization's governing body:

a. Names, addresses, and titles of officers, directors, trustees, etc.	b. Annual compensation

4. If the organization is the outgrowth or continuation of any form of predecessor, state the name of each predecessor, the period during which it was in existence, and the reasons for its termination. Submit copies of all papers by which any transfer of assets was effected. **The new corporation will have the same purposes and goals as the Rowan County Tourism Development Authority formed in 1987 by the North Carolina General Assembly and the Salisbury Tourism Development Authority formed in 2009 by the North Carolina General Assembly. Both of these Authorities will continue to exist.**

5. If the applicant organization is now, or plans to be, connected in any way with any other organization, describe the other organization and explain the relationship (e.g., financial support on a continuing basis, shared facilities or employees, same officers, directors, or trustees).

The new corporation will have the same employees, directors, officers and facilities as the Rowan County Tourism Development Authority and the Salisbury Tourism Development Authority.

6. If the organization has capital stock issued and outstanding, state: (1) class or classes of the stock; (2) number and par value of the shares; (3) consideration for which they were issued; and (4) if any dividends have been paid or whether your organization's creating instrument authorizes dividend payments on any class of capital stock.

No stock will be issued nor will there be dividends paid.

7. State the qualifications necessary for membership in the organization, the classes of membership (with the number of members in each class); and the voting rights and privileges received. If any group or class of persons is required to join, describe the requirement and explain the relationship between those members and members who join voluntarily. Submit copies of any membership solicitation material. Attach sample copies of all types of membership certificates issued.

There will be two original members of the corporation: (1) The Rowan County Tourism Development Authority and (2) The Salisbury Tourism Development Authority. If any municipality in Rowan County creates its own tourism development authority, that authority would be eligible for membership.

8. Explain how your organization's assets will be distributed on dissolution.

Upon dissolution, any assets of the corporation would be distributed to the Rowan County Tourism Development Authority and to the Salisbury Tourism Development Authority or to another non-profit corporation designated to perform the function of the two Authorities.

Part II. Activities and Operational Information (continued)

9 Has the organization made or does it plan to make any distribution of its property or surplus funds to shareholders or members? Yes No
If "Yes," state the full details, including: (1) amounts or value; (2) source of funds or property distributed or to be distributed; and (3) basis of, and authority for, distribution or planned distribution.

10 Does, or will, any part of your organization's receipts represent payments for services performed or to be performed? . Yes No
If "Yes," state in detail the amount received and the character of the services performed or to be performed.

11 Has the organization made, or does it plan to make, any payments to members or shareholders for services performed or to be performed? Yes No
If "Yes," state in detail the amount paid, the character of the services, and to whom the payments have been, or will be, made.

12 Does the organization have any arrangement to provide insurance for members, their dependents, or others (including provisions for the payment of sick or death benefits, pensions, or annuities)? Yes No
If "Yes," describe and explain the arrangement's eligibility rules and attach a sample copy of each plan document and each type of policy issued.

13 Is the organization under the supervisory jurisdiction of any public regulatory body, such as a social welfare agency, etc.? Yes No
If "Yes," submit copies of all administrative opinions or court decisions regarding this supervision, as well as copies of applications or requests for the opinions or decisions.

14 Does the organization now lease or does it plan to lease any property? Yes No
If "Yes," explain in detail. Include the amount of rent, a description of the property, and any relationship between the applicant organization and the other party. Also, attach a copy of any rental or lease agreement. (If the organization is a party, as a lessor, to multiple leases of rental real property under similar lease agreements, please attach a single representative copy of the leases.)

15 Has the organization spent or does it plan to spend any money attempting to influence the selection, nomination, election, or appointment of any person to any Federal, state, or local public office or to an office in a political organization? . . Yes No
If "Yes," explain in detail and list the amounts spent or to be spent in each case.

16 Does the organization publish pamphlets, brochures, newsletters, journals, or similar printed material? Yes No
If "Yes," attach a recent copy of each.

Part III. Financial Data (Must be completed by all applicants) SEE ATTACHED - The corporation will act with this budget.

Complete the financial statements for the current year and for each of the 3 years immediately before it. If in existence less than 4 years, complete the statements for each year in existence. If in existence less than 1 year, also provide proposed budgets for the 2 years following the current year.

A. Statement of Revenue and Expenses

	(a) Current Tax Year				3 Prior Tax Years or Proposed Budget for Next 2 Years		
	From To	(b)	(c)	(d)	(e) Total		
Revenue							
1	Gross dues and assessments of members						
2	Gross contributions, gifts, etc.						
3	Gross amounts derived from activities related to the organization's exempt purpose (attach schedule) (Include related cost of sales on line 9.)						
4	Gross amounts from unrelated business activities (attach schedule)						
5	Gain from sale of assets, excluding inventory items (attach schedule)						
6	Investment income (see page 3 of the instructions)						
7	Other revenue (attach schedule).						
8	Total revenue (add lines 1 through 7)						
Expenses							
9	Expenses attributable to activities related to the organization's exempt purposes.						
10	Expenses attributable to unrelated business activities						
11	Contributions, gifts, grants, and similar amounts paid (attach schedule).						
12	Disbursements to or for the benefit of members (attach schedule)						
13	Compensation of officers, directors, and trustees (attach schedule)						
14	Other salaries and wages.						
15	Interest						
16	Occupancy						
17	Depreciation and depletion						
18	Other expenses (attach schedule)						
19	Total expenses (add lines 9 through 18)						
20	Excess of revenue over expenses (line 8 minus line 19)						

B. Balance Sheet (at the end of the period shown)

		Current Tax Year as of <u>2013</u>	
Assets			
1	Cash	1	0
2	Accounts receivable, net	2	0
3	Inventories	3	0
4	Bonds and notes receivable (attach schedule)	4	0
5	Corporate stocks (attach schedule).	5	0
6	Mortgage loans (attach schedule)	6	0
7	Other investments (attach schedule)	7	0
8	Depreciable and depletable assets (attach schedule)	8	0
9	Land	9	0
10	Other assets (attach schedule)	10	0
11	Total assets	11	0
Liabilities			
12	Accounts payable	12	0
13	Contributions, gifts, grants, etc., payable	13	0
14	Mortgages and notes payable (attach schedule)	14	0
15	Other liabilities (attach schedule)	15	0
16	Total liabilities.	16	0
Fund Balances or Net Assets			
17	Total fund balances or net assets	17	0
18	Total liabilities and fund balances or net assets (add line 16 and line 17)	18	0

If there has been any substantial change in any aspect of the organization's financial activities since the end of the period shown above, check the box and attach a detailed explanation.

ROWAN COUNTY TOURISM DEVELOPMENT AUTHORITY

Projected FY 2013-14 Budget

No change projected for Fy 2014-15

Revenue

Rowan County TDA	320,000.00
Trolley	30,000.00
Cooperative Marketing Programs	5,000.00
Salisbury TDA Marketing Support	194,400.00
Downtown Salisbury Sponsorships	25,000.00
Misc. Revenue	300.00
Total Revenue	574,700.00

Marketing And Visitor Services

Joint Marketing	188,000.00
Trolley	30,000.00
Transportation and Travel	12,000.00
Training and Education	6,000.00
Dues and Subscriptions	3,570.00
Visitor Center	30,000.00
Map Services	500.00
Equipment	7,000.00
Marketing Supplies	7,380.00
Service & Maint Contract	1,250.00
Sales Tax	200.00
Local Tax	100.00
Total Marketing & Visitor Services	286,000.00

Administration

Wages	226,500.00
Payroll Taxes and Unemployment	20,000.00
401-K	6,500.00
Health Insurance	20,000.00
Worker's Comp	6,500.00
Office Postage	1,000.00
Accounting Services	8,200.00
Total Administration	288,700.00

Total Expenses 574,700.00

Difference 0.00

Part IV. Notice Requirements (Sections 501(c)(9) and 501(c)(17) Organizations Only)

1 Section 501(c)(9) and 501(c)(17) organizations:

Are you filing Form 1024 within 15 months from the end of the month in which the organization was created or formed as required by section 505(c)? Yes No

If "Yes," skip the rest of this Part.

If "No," answer question 2.

2 If you answer "No" to question 1, are you filing Form 1024 within 27 months from the end of the month in which the organization was created or formed? Yes No

If "Yes," your organization qualifies under Regulation section 301.9100-2 for an automatic 12-month extension of the 15-month filing requirement. Do not answer questions 3 and 4.

If "No," answer question 3.

3 If you answer "No" to question 2, does the organization wish to request an extension of time to apply under the "reasonable action and good faith" and the "no prejudice to the interest of the government" requirements of Regulations section 301.9100-3? Yes No

If "Yes," give the reasons for not filing this application within the 27-month period described in question 2. See Specific Instructions, Part IV, Line 3, page 4, before completing this item. Do not answer question 4.

If "No," answer question 4.

4 If you answer "No" to question 3, your organization's qualification as a section 501(c)(9) or 501(c)(17) organization can be recognized only from the date this application is filed. Therefore, does the organization want us to consider its application as a request for recognition of exemption as a section 501(c)(9) or 501(c)(17) organization from the date the application is received and not retroactively to the date the organization was created or formed? Yes No

Schedule C Organizations described in section 501(c)(5) (Labor, agricultural, including fishermen's organizations, or horticultural organizations) or section 501(c)(6) (business leagues, chambers of commerce, etc.)

- 1 Describe any services the organization performs for members or others. (If the description of the services is contained in Part II of the application, enter the page and item number here.)

As set forth in Part II, Question 1, the new corporation will combine the efforts of the Rowan County Tourism Development Authority and the Salisbury Tourism Development Authority to improve inter-government cooperation in promoting travel and tourism as an economic and community development strategy.

- 2 Fishermen's organizations only.—What kinds of aquatic resources (not including minerals) are cultivated or harvested by those eligible for membership in the organization?

- 3 Labor organizations only.—Is the organization organized under the terms of a collective bargaining agreement? . . . Yes No

If "Yes," attach a copy of the latest agreement.

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax \$

Tax Map No. **010**

Parcel Identifier No. **279**

Prepared by: Carl M. Short, Jr., a Licensed North Carolina Attorney
225 N. Main Street, Suite 200, Salisbury, NC 28144

Brief Description for the Index:

THIS DEED, made this _____ day of February, 2013, by and between

FOCUSED FUTURE, LLC

Whose **mailing address** is 204 East Innes Street, Suite 110, Salisbury, NC 28144

Hereinafter referred to as GRANTOR

and

ROWAN COUNTY TOURISM DEVELOPMENT AUTHORITY

Hereinafter referred to as GRANTEE,

Whose **mailing address** is 204 East Innes Street, Suite 120, Salisbury, NC 28144

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, in and to all that certain lot or parcel of land situated in Rowan County, North Carolina, and more particularly described as follows:

TRACT ONE: BEGINNING at an iron stake at the Northeast corner of the intersection of Lee and Innes Streets in the City of Salisbury, North Carolina, and running thence with Lee Street, North 47 deg. 30 min. East 100 feet to a stake in a 10 foot alley; thence with the line of said alley, South 42 deg. 30 min. East 45 feet to a stake in the edge of said alley; thence at right angles with said alley, South 47 deg. 30 min. West 100 feet to a stake in the edge of Innes Street; thence North 42 deg. 30 min. West 45 feet with Innes Street to the BEGINNING, and being Lots 5 and 6 of Frerocks Property as sold by Southern Securities & Investment Company.

TRACT TWO: Situated on the North side of East Innes Street in the City of Salisbury in the State and County aforesaid and BEGINNING at a point 45 feet Southeast from the property line at the East corner of the intersection of Lee and Innes Streets and runs thence North 47 deg. 30 min. East 100 feet to a ten foot alley; thence with the line of said alley, South 42 deg. 30 min. East 40 feet to a stake in the line of said alley, corner to Lot No. 2; thence with the line of Lot No. 2, South 47 deg. 30 min. West 100 feet to a stake in the margin of Innes Street; thence North 42 deg. 30 min. West 40 feet to the BEGINNING corner, being Lots Nos. 3 and 4 of the property formerly known as the Frecks property and owned by Southern Securities and Investment Company as is shown upon the map of said property prepared by N.A. Trexler, Engineer of Salisbury, NC. See also Deed Book 204, Page 272. See Deed Book 496, Page 565.

Together with the full free and uninterrupted right of ingress, egress and regress in, over and to a certain alleyway 10 feet in width along the rear of said premises and extending in an easterly direction from Lee Street.

TRACT THREE: 1) BEGINNING at a stake in the Northeast margin of East Innes Street, South 42 deg. 30 min. East 85 feet from the Southeast corner of Innes and Lee Streets; thence North 47 deg. 30 min. East with the line of Lot No. 3, 100 feet to a stake in the margin of a 10 foot alley; thence with the margin of said alley, South 42 deg. 30 min. East 20 feet to the corner of Lot No. 1; thence with the line of Lot No. 1 South 47 deg. 30 min. West 100 feet to a stake in the margin of East Innes Street; thence with the margin of East Innes Street North 42 deg. 30 min. West 20 feet to the point of BEGINNING, being Lot No. 2 as shown upon the map of Southern Securities & Investment Company property recorded in Book of Maps 9995 at Page 204, in the Office of the Register of Deeds for Rowan County, North Carolina.

2) BEGINNING at a stake in the North edge of Innes Street, at the corner of Lot No. 2, and runs thence North 47 deg. 30 min. East and with the line of Lot No. 2, 100 feet to a stake in the edge of an alley; thence South 42 deg. 30 min. East with the edge of an alley, 20 feet to a stake; thence South 47 deg. 30 min. West 100 feet to a stake in the edge of Innes Street; thence with the edge of said Innes Street North 42 deg. 30 min. West 20 feet to the point of BEGINNING, being Lot No. 1, as shown upon the map of Southern Securities & Investment Company property recorded in Book of Maps 9995 at Page 204, in the Office of the Register of Deeds for Rowan County, North Carolina. See Deed Book 365, Page 137. (The above 1 & 2 have been combined into one parcel and shall remain as such).

TRACT FOUR: BEGINNING at a stake at the east corner of the J.M. Peeler property and 80.35 feet North 47 deg. 30 min. East from the Northeastern margin of East Innes Street in the City of Salisbury, North Carolina, and runs thence with the property of the T.A. Coughenour Estate 100.6 feet to a stake in Dr. L.C. Jones' line; thence with the said Jones line, North 42 deg. 30 min. West 75 feet to a stake; thence South 47 deg. 30 min. West 100 feet to a stake; thence South 42 deg. 30 min. East 75 feet to the point of BEGINNING, and being Lots 4, 5, 6, and 7 as shown on the map of the Hinkle Property, registered in the Office of the Register of Deeds for Rowan County, together with all right, title and interest in and to all alleys adjoining the above-described property, and all rights in any and all adjoining party wall or walls. See Deed Book 274, Page 307.

The above four tracts, TOGETHER WITH all easements reserved in Book 902, at Page 419, Rowan County Registry.

****The property conveyed hereby _____ is / _____ is not the primary residence of the Grantor.****

The property hereinabove described was acquired by Grantor by instrument recorded in Book 854, Page 408, and Book 852, at Page 873, Rowan County Registry.

A map showing the above described property is recorded in Book of Maps 9995 at Page 204.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto with any fixtures situated thereon, belonging to the Grantee in Fee Simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions herein after stated.

Title to the property hereinabove described is subject to the following exceptions:
Easements and rights of way of record and **subject to the conditions and restrictions as set forth in Exhibit "A" attached hereto and incorporated herein by reference.**

Delinquent taxes, if any, to be paid by the closing attorney to the County Tax Administrator upon disbursement of closing proceeds.

This conveyance is given subject to restrictions and covenants and any and all rights of way and easements recorded which may affect above property.

IN WITNESS WHEREOF, Grantor, and having adopted the word "seal" beside its name below as its seal for the execution of this instrument, has caused this instrument to be signed in its Company name by its duly authorized Manager, who also has adopted the word "SEAL" appearing beside his signature below as their seal for the execution of this instrument, the day and year first above written.

FOCUSED FUTURE, LLC

By: Rowan County Chamber of Commerce
Incorporated, Member/Manager

By: _____ (SEAL)
Chairman

STATE OF NORTH CAROLINA, COUNTY OF ROWAN

I, a Notary Public of the State and County aforesaid, do hereby certify that _____, personally appeared before me this day and acknowledged that (s)he is Chairman of ROWAN COUNTY CHAMBER OF COMMERCE INCORPORATED, Member/Manager of FOCUSED FUTURE, LLC, a North Carolina limited liability company, and further acknowledged the due execution of this Deed on behalf of the limited liability company.

Witness my hand and official seal, this the _____ day of February, 2013.

My commission expires

NOTARY PUBLIC

EXHIBIT "A"

**TO DEED
FROM FOCUSED FUTURE, LLC
TO
ROWAN COUNTY TOURISM DEVELOPMENT AUTHORITY**

WHEREAS, the Grantee herein, Rowan County Tourism Development Authority, has paid less than fair market value for the property conveyed hereby, the Grantor, Focused Future, LLC makes this conveyance subject to the conditions and restrictions hereafter set forth.

NOW, THEREFORE, the parties agree as follows:

- 1. Title to the property conveyed hereby, or any part thereof, shall not be subsequently conveyed by Grantee without the consent and joinder by the Grantor.**
- 2. Grantee shall not place, nor suffer to be placed, any lien or encumbrance upon the property without the expressed written consent of the Grantor.**
- 3. Grantee shall make no structural change to the property without the express written consent of the Grantor. In the event Grantee wishes to make any structural change to the premises conveyed hereby, Grantee shall give written notice to the Grantor at least 45 days prior to making any changes. Grantor shall approve or disapprove of such changes within that time. If Grantor takes no action within 45 days of receipt of those plans, Grantor will be deemed to have approved such plans.**
- 4. Should the Grantee cease to exist as an entity, fee simple title will automatically revert to the Grantor.**
- 5. These restrictions and covenants shall be administered and enforced by the Grantor, its successors and assigns, specifically including the Rowan County Chamber of Commerce, Incorporated, only.**

THIS AGREEMENT, made and entered into this the _____ day of February, 2013, by and among the Rowan County Tourism Development Authority (hereinafter referred to as "TDA"), party of the first part; the Rowan County Chamber of Commerce, Incorporated (hereinafter referred to as "Chamber"), party of the second part; and the Economic Development Commission (hereinafter referred to as "EDC"), party of the third part.

WITNESSETH:

WHEREAS, the parties hereto are the major tenants in the Gateway Building, which was constructed by the Chamber, but is to be conveyed to the TDA; and

WHEREAS, all of the parties share in the goal of bringing economic advancement to Rowan County and in doing so, wish to utilize the Gateway Building in the best possible way to meet that goal; and

WHEREAS, the parties wish to enter into this Agreement to create a management board for the Gateway.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The parties hereto do hereby create a management board to be made up of two (2) representatives from each agency. These representatives shall be the persons serving in the capacities of executive director and the board chair of each party, although any party may appoint a designated substitute where desirable. This management board will establish a regular meeting schedule and will undertake the following responsibilities:

- (a) Establish all lease rates and approve all leases for space in the Gateway.
- (b) Approve service contracts for the Gateway.
- (c) Approve an annual budget for the Gateway.
- (d) Determine capital expenditure needs as well as other major expenditures affecting the entire building, including assessments when necessary.
- (e) Approve structural changes.
- (f) Establish rules and guidelines for the operation of the shared

spaces of the Gateway.

2. The Board established in paragraph 1 shall establish a regular meeting schedule as it so determines to be in the best interests of the Gateway. No special notice of these meetings shall be required. At its first meeting, the Board shall elect a Chair. The Executive Director of the TDA shall serve as Secretary of the Board and shall be responsible for the minutes, agendas and notices. Any two members of the Board may call a special meeting but notice of any special meeting must be given to all members of the Board at least three (3) days prior to the meeting, unless such notice be waived. A majority of the number of members of the Board shall constitute a quorum, but all actions taken by the Board including making special assessments when needed, shall require a majority of the members of the Board.

3. As owner of the Gateway, the TDA will serve as leasing agent and property management agent, subject to the terms of this Agreement. As such, the TDA will collect rental payments, pay bills incurred through the use of the building, manage bookkeeping and accounting functions for the building, develop a budget to present to the Board, provide regular financial statements, manage schedules for meeting rooms, manage the building reserve fund, and execute service and other contracts as necessary when approved by the Board.

4. Nothing in this Agreement shall create a partnership or joint venture among the parties, or constitute any party as agent of another, except as expressly set forth herein.

5. This Agreement shall commence on the date hereof, and shall continue until the first of the following:

- (a) written agreement signed by the parties specifying such termination.
- (b) Sale of the Gateway, but only subject to the restrictions and covenants contained in the deed of conveyance.
- (c) Upon termination of its lease by any party as to that party.

IN WITNESS WHEREOF, the parties have executed this Agreement in a manner prescribed by law, this the day and year first above written.

ROWAN COUNTY TOURISM DEVELOPMENT AUTHORITY

By: _____

ROWAN COUNTY CHAMBER OF COMMERCE, INCORPORATED

By: _____

ECONOMIC DEVELOPMENT COMMISSION

By: _____

Gateway Building Analysis

Revenues and Expenditures	2012 Budget	2013			2014
		Full Year	January to June	July to December	Full Year
REVENUES					
Gateway revenue	120,050		50,390	49,154	75,615
EXPENDITURES					
Utilities	33,000	33,000	16,500	16,500	33,000
Building maintenance/supplies	16,600	11,530	5,765	4,529	11,615
Lot Maintenance	1,500	1,500	750	750	1,500
Janitorial	22,500	12,000	6,000	6,000	12,000
Insurance	2,500	2,500	1,250	1,250	2,000
Property taxes	31,500	31,500	15,750	15,750	-
Service contracts	7,450	7,750	3,875	3,875	7,000
Miscellaneous	-	1,000	500	500	1,000
Building reserve	5,000	5,000	-	-	7,500
TOTAL EXPENDITURES	<u>120,050</u>	<u>105,780</u>	<u>50,390</u>	<u>49,154</u>	<u>75,615</u>
OPERATING PROFIT	<u>-</u>		<u>-</u>	<u>(0)</u>	<u>(0)</u>
<hr/>					
January-June 2013		Square Footage	Annual Rent	Jan - June 2013	
Tenant					
Chamber	3,331	30,940	15,470		
TDA	3,174	28,092	14,046		
EDC	2,572	23,436	11,718		
CIS	530	4,356	2,178		
Hope	805	13,956	6,978		
Empty	1,221	-	-		
Total usable space	<u>11,633</u>	<u>100,780</u>	<u>50,390</u>		
<hr/>					
July-December 2013		Square Footage	Rent Per Sq Ft	Annual Rent	Jul - Dec 2013
Tenant					
Chamber	3,331	9.00	29,979	14,990	
TDA	3,174	9.00	28,566	14,283	
EDC	2,572	9.00	23,148	11,574	
CIS	530	6.50	3,445	1,723	
DSI	805	6.50	5,233	2,616	
LandTrust	1,221	6.50	7,937	3,968	
Total usable space	<u>11,633</u>		<u>98,307</u>	<u>49,154</u>	
<hr/>					
Calendar Year 2014		Square Footage	Rent Per Sq Ft		Jan - Dec 2014
Tenant					
Chamber	3,331	6.50			21,652
TDA	3,174	6.50			20,631
EDC	2,572	6.50			16,718
CIS	530	6.50			3,445
DSI	805	6.50			5,233
LandTrust	1,221	6.50			7,937
Total usable space	<u>11,633</u>				<u>75,615</u>