



SANDY SPRINGS

CITY CLERK'S OFFICE

PUBLIC FACILITIES AUTHORITY

Rusty Paul, Chair
John Paulson
Steve Soteres
Chris Burnett
Jody Reichel
Tibby DeJulio
Andy Bauman

Tuesday, August 17, 2021

Special Called Meeting

6:00 PM

The August 17, 2021 Public Facilities Authority Special Called Meeting will be held in person in the Studio Theatre at Sandy Springs City Hall (1 Galambos Way, Sandy Springs, GA 30328).

Live-stream: **Public Meeting Portal (CivicClerk):** <https://sandyspringsga.civicclerk.com>
Zoom Webinar: <http://spr.gs/2021mcc3>

Teleconference: **Phone:** (646) 558-8656 **Webinar ID:** 818 0837 1065

1. PFA2021-019 **CALL TO ORDER** - Chairperson Rusty Paul
2. PFA2021-020 **ROLL CALL** - Secretary
3. PFA2021-021 **APPROVAL OF MEETING AGENDA**
4. PFA2021-022 Approval of the June 1, 2021 and July 20, 2021 Public Facilities Authority Meeting Minutes
(Presented by Raquel D. González, Secretary)

NEW BUSINESS

5. PFA2021-023 Request for Public Facilities Authority Members Consideration of a Resolution to Approve the Lanier Parking Contract Amendment
(Presented by David Wells, Deputy City Manager)

6. PFA2021-024 **ADJOURNMENT**

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in a public meeting, or who have questions regarding the accessibility of the meeting or facilities should contact the City Clerk at 770-730-5600 promptly for assistance. The City will make reasonable accommodations for those persons.

1 Galambos Way, Sandy Springs, Georgia 30328 • 770-730-5600 • SandySpringsGA.gov



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Members of the Public Facilities Authority

FROM: Dave Wells, Deputy City Manager

DATE: July 23, 2021 Submission for the August 17, 2021 Meeting

ITEM: Request for Public Facilities Authority Members Consideration of a Resolution to Approve the Lanier Parking Contract Amendment

Recommendation:

The General Manager recommends that the PFA approve the attached resolution to approve the Second Amendment to the Parking Management Services Agreement (“Agreement”) with Lanier Parking Meter Services, LLC (“Lanier”) for parking management services.

Background:

In June 2018, a Parking Management Agreement (“Agreement”) was awarded to Lanier by the City of Sandy Springs Public Facilities Authority (“PFA”). Pursuant to the Agreement, Lanier and the PFA agreed that Lanier would act as a consultant during the development and construction of the parking facilities at City Springs. Lanier assumed management of the parking facilities once construction was completed and the parking facilities were open to the public. The Agreement covered the operation and management of the paid public parking garage containing approximately 767 parking spaces located at City Springs and all surface space parking.

In July, 2019 the PFA entered into the First Amendment to the Agreement (“First Amendment”). Pursuant to the First Amendment, the parties agreed to modify the financial structure of the Agreement and reduced the scope of work that Lanier would provide. In the First Amendment, the parties agreed in the scope that they may add enforcement of parking violations at a future date.

Discussion:

The attached Second Amendment would add enforcement of parking violations within the scope of the Agreement via citations issued by Lanier.

Financial Impact:

There would be no financial impact to the City as Lanier would enforce and retain 100% of all fees collected as the result of citations.

Alternatives:

The PFA could decide not to approve the enforcement of parking violations by Lanier and not to approve the Second Amendment.

Attachments:

1. Resolution for Second Amendment to Parking Agreement PFA
2. Second Amendment to Parking Agreement (080421).docx

**STATE OF GEORGIA
COUNTY OF FULTON**

**RESOLUTION TO APPROVE SECOND AMENDMENT TO PARKING MANAGEMENT
AGREEMENT FOR PARKING FACILITIES AT CITY SPRINGS AND TO AUTHORIZE
EXECUTION OF SAME.**

WHEREAS, Lanier Parking Meter Services, LLC ("Lanier") and the City of Sandy Springs Public Facilities Authority ("PFA") entered into a Parking Management Agreement ("Original Agreement"), dated June 19, 2018, regarding the parking facilities located at I Galambos Way, Sandy Springs, Georgia 30328 ("Premises"); and

WHEREAS, in August of 2019, the parties executed a First Amendment to Parking Management Agreement ("First Amendment") to modify the financial structure and duties and obligations of the parties under the Original Agreement; and

WHEREAS, pursuant to the Original Agreement, as amended by the First Amendment (together referred to as "Agreement"), the parties agreed that they may, at a future date, add parking enforcement services to Lanier's scope of services; and

WHEREAS, the parties now desire to further amend the Agreement to provide that Lanier shall assist the PFA with parking enforcement services, as set forth in the attached Second Amendment to Parking Management Agreement ("Second Amendment");

NOW, THEREFORE, BE IT RESOLVED by the City of Sandy Springs Public Facilities Authority, while in session on _____, 2021, as follows:

1. The Second Amendment, attached hereto as Exhibit A, amending the Agreement is hereby approved to add parking enforcement services Lanier's scope of services under the Agreement; and
2. The General Manager of the PFA is hereby authorized to execute the Second Amendment; and
3. The PFA's General Manager and attorney are hereby authorized to take such actions deemed necessary or prudent to effectuate the intent of this resolution.

RESOLVED this the _____ day of _____, 2021.

Approved:

Russell K. Paul, Chairman

Attest:

Raquel Gonzalez, Secretary

(Seal)

EXHIBIT A

SECOND AMENDMENT TO PARKING MANAGEMENT AGREEMENT

SECOND AMENDMENT TO PARKING MANAGEMENT AGREEMENT

THIS SECOND AMENDMENT TO PARKING MANAGEMENT AGREEMENT ("Second Amendment") is dated as of _____, 2020:

BETWEEN: Lanier Parking Meter Services, LLC
(a Georgia limited liability company)
Attn: Legal Department
RE: C 2019-03324
233 Peachtree Street
Harris Tower, Suite 2600
Atlanta, Georgia 30303

("Manager")

AND:

City of Sandy Springs Public Facilities Authority
(a political subdivision of the State of Georgia)
Attn: Andrea Surratt
1 Galambos Way
Sandy Springs, Georgia 30328

("Owner")

(Manager and Owner collectively referred to as the "Parties")

WHEREAS:

- A. Manager and Owner entered into a Parking Management Agreement ("Original Agreement"), dated June 19, 2018, regarding the parking facilities located at 1 Galambos Way, Sandy Springs, Georgia 30328 ("Premises"); and
- B. In August of 2019, the Parties executed a First Amendment to Parking Management Agreement ("First Amendment") to modify the financial structure and duties and obligations of the Parties under the Original Agreement; and
- C. Any reference to the "Agreement" hereinafter shall be deemed to include the Original Agreement together with the First Amendment; and
- D. Exhibit A to the First Amendment replaced Exhibit A under the Original Agreement and provided, among other things, that Manager and Owner may subsequently agree to add to Manager's services under the Agreement the following: assistance to Owner with enforcement of parking violations; and
- E. The Parties now desire to further amend the Agreement with this Second Amendment to provide that Manager shall assist the Owner with enforcement of parking violations, as set out herein, with such Second Amendment to be made effective as of and from _____.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Defined Terms. Unless otherwise indicated, capitalized terms used in this Second Amendment shall have the meaning assigned to them in the Agreement, as amended. The term "Manager" herein shall include any subcontractor approved in compliance with Section 25 of the Agreement.
2. Compensation. As payment for the services to be provided by Manager in connection with traffic enforcement violations as herein described, the parties hereby agree to amend Section 10 of the Agreement to provide for additional compensation as follows: Owner hereby grants to Manager the right to retain, as its sole and exclusive property, the following fees from all amounts collected with respect to parking charge notices issued by Manager ("Parking Notices") (not including any municipal, county or state surcharge tax and/or sales tax collected): 100% of all fees collected as a result of enforcement of parking rules and regulations.
3. Exhibit A. Exhibit A of the Agreement shall be amended to include the following within the Scope of Work:

Assist the City with enforcement of parking violations, including:

- Lot Monitoring. Manager, its representatives and agents, shall: (a) patrol the Premises on a regular, mutually-agreed upon schedule, and (b) issue Parking Notices to all vehicles which are parked improperly and in violation of the rules and regulations on the Premises. Manager is solely responsible for obtaining, maintaining and replacing all equipment and related supplies needed to perform the issuance of Parking Notices. All equipment obtained or brought to the Premises by Manager for the purpose of performing the services required in this paragraph shall remain the property of Manager during and after the term of this Agreement.
- Dispute Processing. Contact information for the Manager shall be provided on the Parking Notices and Manager shall handle all customer communications, questions, and disputes relating to any Parking Notice. All Parking Notice disputes shall be reviewed and resolved by Manager.
- Collection Services. Manager shall professionally and timely collect unpaid and/or unresolved Parking Notices issued on the Premises.
- Parking Violation/Data Management. In order to manage its parking enforcement services, Manager will provide, operate and maintain an automated, fully integrated parking management system, including database, reporting system and technical support. Owner shall have unlimited web-based access to customer Parking Notice records including the payment and collection status of each Parking Notice.
- Payment Processing. Manager will process all Parking Notice payments, including payments by credit and debit cards, personal checks, and money orders.

- Posting of Premises. Owner, in consultation with Manager, shall determine the base parking fee and any and all late payment fees and other charges that may be levied against parking rule violators on the Premises. Manager will provide and prominently post all signage that is required by applicable law with respect to the fees charged on the Premises.
 - Reporting/Accounting. Upon request, Manager shall provide Owner standardized and complete reports detailing all payments received, all dismissed Parking Notices, and the status of each Parking Notice by notice number showing the status of collection efforts and the amount collected from each vehicle. Manager shall keep complete accounts of all transactions related to Parking Notices, which accounts may be reviewed by Owner at any time with reasonable notice. Upon request, Manager shall also provide Owner an individual web access portal into its account operating system.
4. Ratification. Except as expressly amended hereby, all terms and conditions of the Agreement shall remain in full force and effect, and are hereby ratified by the parties.
5. Entire Agreement. Upon execution, this Second Amendment shall become incorporated into the Agreement as of the effective date set forth in Paragraph E above, as if fully set forth therein.

IN WITNESS WHEREOF, the parties have executed this Second Amendment by their duly authorized representatives.

LANIER PARKING METER SERVICES, LLC

By: _____
Name: _____
Title: _____

CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY

By: _____
Andrea Surratt, General Manager