SANDY SPRINGS

CITY CLERK'S OFFICE

PUBLIC FACILITIES AUTHORITY

Rusty Paul, Chairperson

Tuesday, June 19, 2018	**Public Facilities Authority**	**6:00 p.m.**

SPECIAL CALLED MEETING OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY (THE "AUTHORITY")

Studio Theatre

INVOCATION – Rabbi Ellen Nemhauser, Union for Reform Judaism

1. **PFA18-45** **CALL TO ORDER** – Chairperson Rusty Paul

2. **PFA18-46** **ROLL CALL** – Secretary Michael Casey

3. **PFA18-47** **APPROVAL OF MEETING AGENDA**

4. **PFA18-48** Approval of the May 15, 2018 Public Facilities Authority Meeting Minutes

5. **PFA18-49** Resolution to Approve Second Amendment to Master Declaration of Covenants, Conditions and Restrictions for City Springs
(Presented by John McDonough, General Manager)

6. **PFA18-50** Resolution to Approve First Amendment to Master Lease for Retail Space in Government Building at City Springs
(Presented by John McDonough, General Manager)

7. **PFA18-51** Resolution to Increase the Guaranteed Maximum Price for Construction of the City Springs Project, as Established by Change Order #20 Pursuant to the Provisions of a Certain Contract for Construction Between the City of Sandy Springs, GA and Holder Construction Group, LLC, Dated June 30, 2015, and to Authorize the General Manager to Execute the Change Order (Change Order #20)
(Presented by John McDonough, General Manager)

8. **PFA18-52** Approval of a Qualified Management Agreement with Lanier Parking Meter Services, LLC for Parking Management Services
(Presented by John McDonough, General Manager)

9. **PFA18-53** A Resolution to Approve a Parking Space License Agreement with the Sandy Springs United Methodist Church for weekend parking for events at City Springs
(Presented by Jim Tolbert, Assistant City Manager)

10. **PFA18-54** **ADJOURNMENT**

TO: Members of the City of Sandy Springs Public Facilities Authority ("PFA")

FROM: John McDonough, General Manager of the PFA

DATE: June 11, 2018 for submission on the June 19, 2018 PFA Meeting Agenda

ITEM: Resolution to Approve Second Amendment to Master Declaration of Covenants, Conditions and Restrictions for City Springs

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Background and Discussion:

On April 19, 2016 at a specially called meeting, the City of Sandy Springs Public Facilities Authority ("PFA") adopted a resolution approving, among other things, the Master Declaration of Covenants, Conditions and Restrictions for City Springs ("Master Declaration"). The Master Declaration provides for certain required restrictions and easements necessary for the development, construction, use, operation and maintenance of the City Springs project ("Project"). At the time it was executed and recorded, the Master Declaration contemplated and anticipated requirements and easements based on information known at the time.

Since recording the Master Declaration in the Fulton County records, there has been a minor adjustment to plans regarding an easement for the location of four (4) Dedicated Surface Parking Spaces for the Owner of the North Parcel ("Dedicated Spaces"). The Dedicated Spaces, as recorded with the Master Declaration in 2016, was attached to the Master Declaration as Exhibit J and is attached hereto as Exhibit A. It depicts the current location of the Dedicated Spaces.

As City Springs has developed, however, the Owner of the North Parcel and representatives for the PFA have determined that there is a more efficient and feasible location for the Dedicated Spaces. The depiction for the proposed location for the Dedicated Spaces is attached hereto as Exhibit B.

The General Manager and the PFA's attorney recommend adopting the attached resolution which approves revising the Master Declaration to delete the current Exhibit J (Exhibit A attached hereto) and replace it with a new Exhibit J (Exhibit B attached hereto). This will require a simple amendment to the Master Declaration, in the form attached hereto, which will be recorded with the Clerk of Superior Court, Fulton County, Georgia, with the Master Declaration originally filed in June of 2016.

Recommendation:

The General Manager and the PFA's attorney recommend approval of the attached resolution and Second Amendment.

Attachments:

Exhibit A (Current Placement of Dedicated Spaces)
Exhibit B (Proposed Placement of Dedicated Spaces)
Resolution with attached Second Amendment

EXHIBIT A
(CURRENT PLACEMENT)

EXHIBIT J

DEPICTION OF DEDICATED SURFACE PARKING SPACES

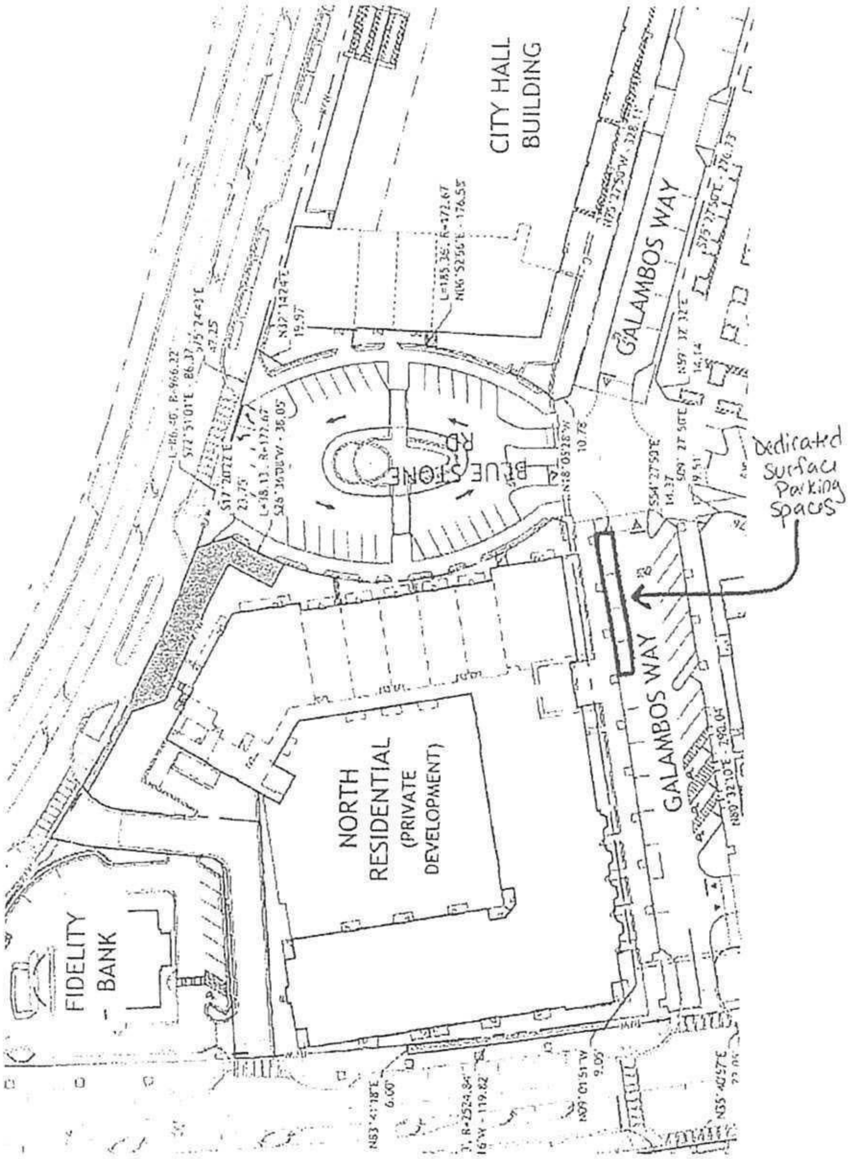
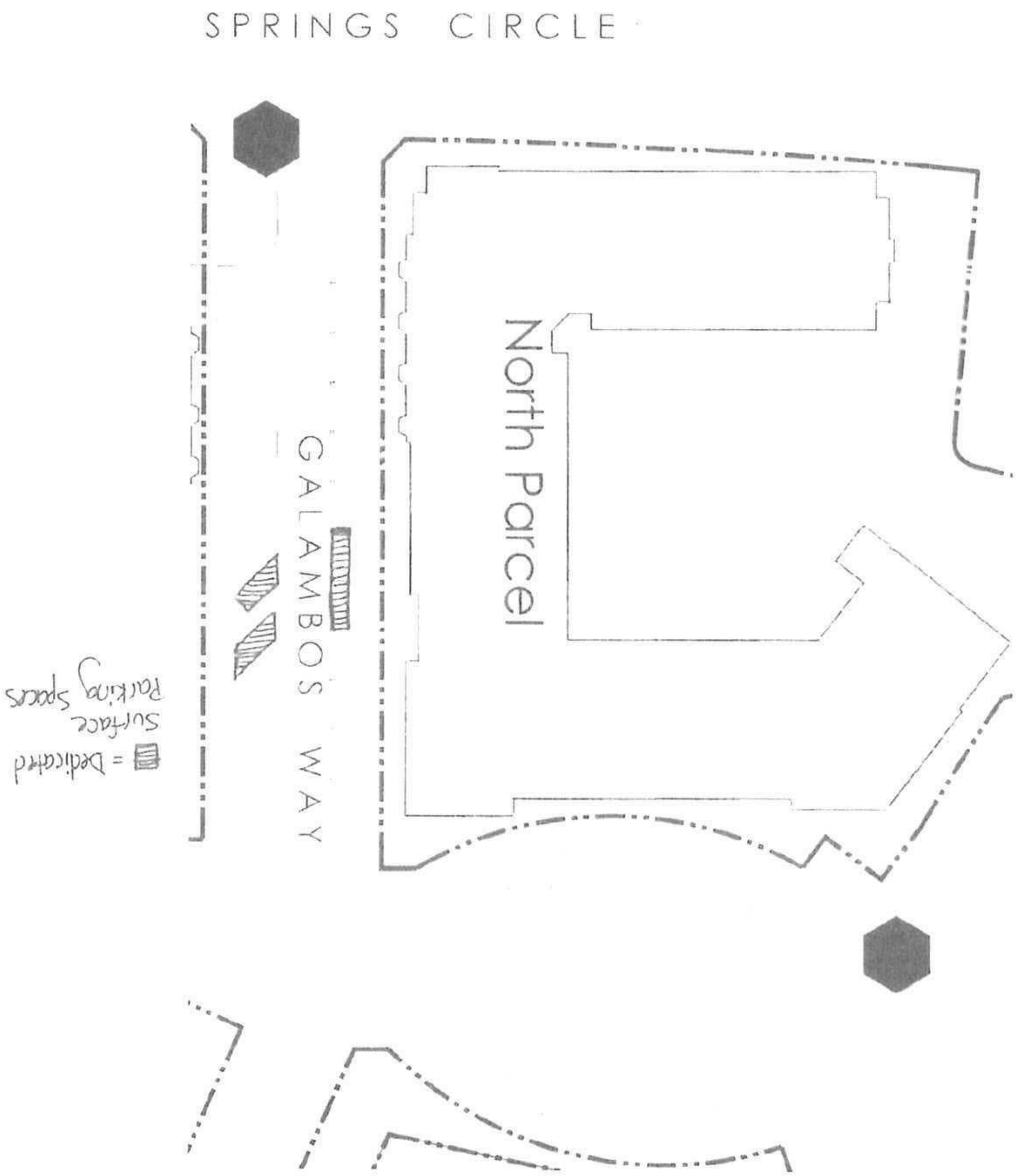


EXHIBIT B
(PROPOSED PLACEMENT)

US2008 14081151 2



DEPICTION OF DEDICATED SURFACE PARKING SPACES

EXHIBIT J

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION TO APPROVE SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CITY SPRINGS

WHEREAS, on April 19, 2016 at a specially called meeting, the City of Sandy Springs Public Facilities Authority ("PFA") adopted a resolution approving, among other things, the Master Declaration of Covenants, Conditions and Restrictions for City Springs ("Master Declaration"); and

WHEREAS, the Master Declaration provides for certain required restrictions and easements necessary for the development, construction, use, operation and maintenance of City Springs; and

WHEREAS, the Master Declaration depicts four (4) Dedicated Surface Parking Spaces ("Dedicated Spaces") for the use of the Owner of the North Parcel in Exhibit J; and

WHEREAS, as City Springs has developed, the Owner of the North Parcel and representatives of the PFA have determined that a different arrangement of the Dedicated Spaces is more efficient and feasible; and

WHEREAS, to provide for this new arrangement of Dedicated Spaces, Exhibit J to the Master Declaration must be revised as provided in the Second Amendment to Master Declaration of Covenants, Conditions and Restrictions for City Springs ("Second Amendment"), attached hereto; and

WHEREAS, the members of the PFA desire to approve the Second Amendment to provide for the suggested arrangement of the Dedicated Spaces at City Springs;

NOW, THEREFORE, BE IT RESOLVED by the City of Sandy Springs Public Facilities Authority, while in session on June 19, 2018, as follows:

1. The Second Amendment is hereby approved; and

2. The PFA's attorney is hereby directed to file the Second Amendment in the records of the Clerk of Superior Court, Fulton County, Georgia, following its execution; and

3. The General Manager of the PFA and Authority's attorney are hereby authorized to take such actions deemed necessary or prudent to effectuate the intent of this resolution.

RESOLVED this the 19th day of June, 2018.

Approved:

____
Russell K. Paul, Chairman

Attest:

____
Michael D. Casey, Secretary

(Seal)

ATTACHMENT

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CITY SPRINGS

After recording return to:

Kilpatrick Townsend & Stockton LLP
1100 Peachtree Street, NE, Suite 2800
Atlanta, Georgia 30309
Attention: Betsy Quinn, Esq.

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CITY SPRINGS

THIS SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CITY SPRINGS ("Second Amendment") is made by the City of Sandy Springs Public Facilities Authority, a political subdivision of the State of Georgia ("Declarant") and is effective the ______ day of _________________, 2018 ("Effective Date").

Recitals

A. Declarant made and recorded that certain Master Declaration of Covenants, Conditions and Restrictions for City Springs, dated June 15, 2016, and recorded June 16, 2016, in Deed Book 56269, Page 444 in the records of the Clerk of Superior Court, Fulton County, Georgia ("Public Records"), as amended by that certain First Amendment to Master Declaration of Covenants, Conditions, and Restrictions for City Springs, dated March 21, 2017, and recorded April 17, 2017, in Deed Book 57380, Page 246 in the Public Records (as amended, the "Master Declaration").

B. Pursuant to Section 11.2(a) of the Master Declaration, Declarant has the authority to unilaterally amend the Master Declaration as set forth herein by instrument in writing executed by Declarant and placed in the Public Records.

Amendment

NOW, THEREFORE, for valuable consideration including the recitals above, which are herein incorporated below, the Declarant hereby amends the Master Declaration as follows:

1. **Dedicated Surface Parking Spaces**. Exhibit J attached to the Master Declaration, depicting the Dedicated Surface Parking Spaces, is hereby deleted and replaced with Exhibit J attached to this Second Amendment.

2. **Miscellaneous**. This Second Amendment shall be recorded in the Public Records, shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Parcel therein. Any capitalized terms not defined herein shall have the same meaning as in the Master Declaration. Except as otherwise modified herein, the terms and conditions of the Master Declaration shall remain in full force and effect in the event of a conflict between this Second Amendment and the Master Declaration, the terms of this Second Amendment shall control.

(Signatures on the following page)

IN WITNESS WHEREOF, Declarant has executed this Second Amendment to Master Declaration of Covenants, Conditions and Restrictions for City Springs, this ________ day of __________________, 2018.

Signed, sealed and delivered in the presence of:

____
Witness

____
Notary Public

My commission expires: ________________

[NOTARY SEAL]

CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY, a political subdivision of the State of Georgia

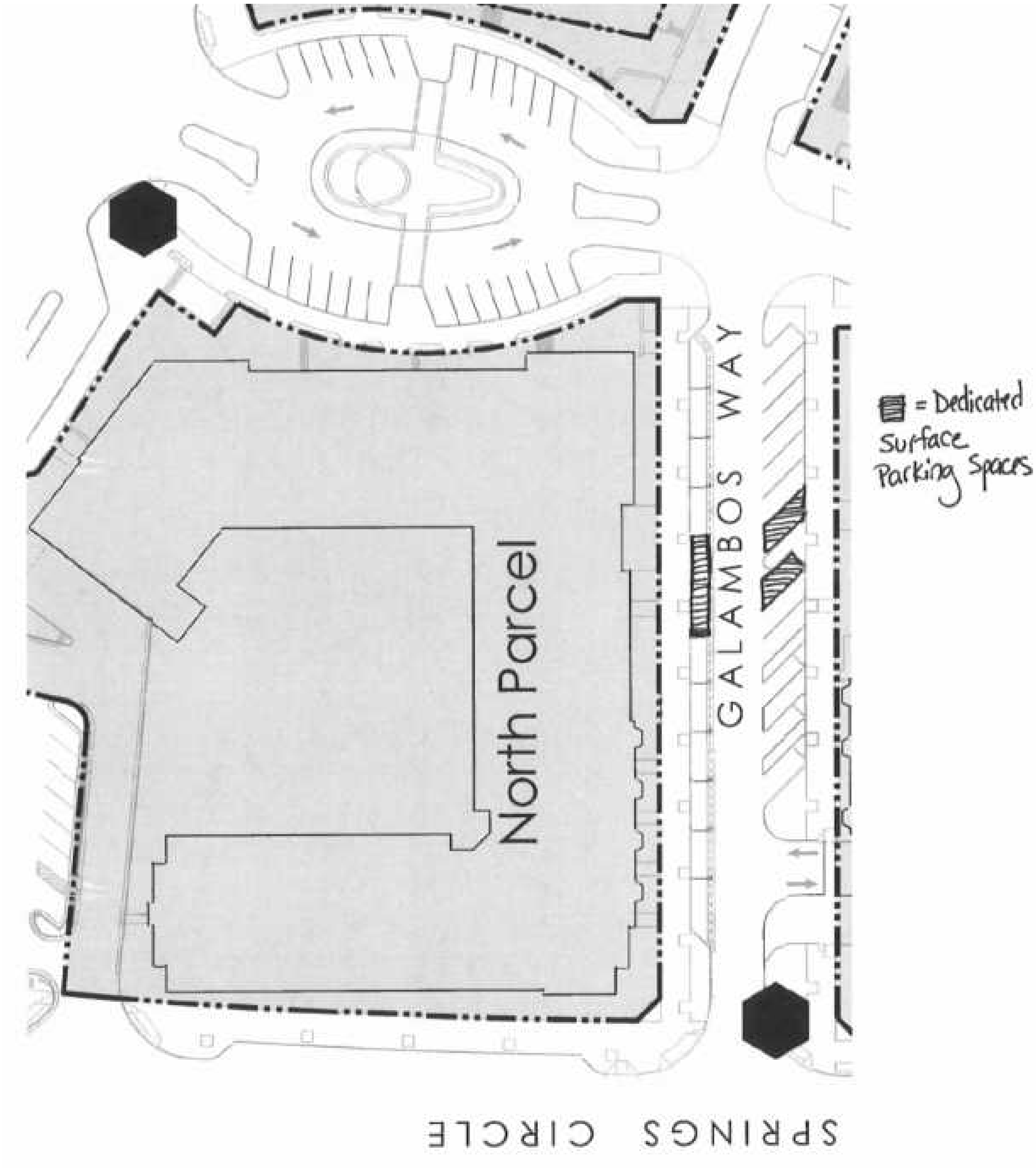
By: _________________________________
Name: Russell K. Paul
Title: Chairman

Attest:

By: _________________________________
Name: Michael Casey
Title: Secretary

EXHIBIT J

DEPICTION OF DEDICATED SURFACE PARKING SPACES



TO: Members of the City of Sandy Springs Public Facilities Authority ("PFA")

FROM: John McDonough, General Manager of the PFA

DATE: June 14, 2018 for submission on the June 19, 2018 PFA Meeting Agenda

ITEM: Resolution to Approve First Amendment to Master Lease for Retail Space in Government Building at City Springs

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Background and Discussion:

On April 19, 2016 at a specially called meeting, the PFA adopted a resolution approving, among other things, the Master Lease Agreement ("Master Lease") by and between the PFA, as lessor, and Sandy Springs City Center, LLC ("Developer"), as lessee. The Master Lease contains certain terms and conditions governing the Developer's lease of retail space contained within the government building ("Building") at City Springs, including the allocation of costs of maintenance and repair of certain systems servicing the Building and the retail space.

At the time the Master Lease was entered into, the grease trap serving the Building was contemplated to be for the sole and exclusive use of Developer and tenants leasing retail space in the Building. Therefore, there was no need in the Master Lease for a provision allocating the cost of repair and maintenance for the grease trap. Subsequently during development of City Springs, it was determined the grease trap would also be utilized by the PFA for certain kitchen activities in the Building. The parties now desire to amend the Master Lease to account for the shared use of the grease trap by the PFA and the Developer.

The proposed amendment to the Master Lease ("First Amendment") provides that the Developer is responsible for maintenance of the grease trap, with the parties sharing the costs and expenses associated with maintenance and repair on a 50/50 basis. If it is determined one or the other parties has acted negligently and causes malfunction of the grease trap, that party is responsible for the repair. The parties agree to re-evaluate the 50/50 cost allocation every two (2) years.

Recommendation:

The General Manager and the PFA's attorney recommend approval of the attached resolution and First Amendment.

Attachments:

Resolution with attached First Amendment

RESOLUTION NO. 2018-______

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION TO APPROVE FIRST AMENDMENT TO MASTER LEASE FOR RETAIL SPACE IN GOVERNMENT BUILDING AT CITY SPRINGS

WHEREAS, on April 19, 2016 at a specially called meeting, the City of Sandy Springs Public Facilities Authority ("PFA") adopted a resolution approving, among other things, the Master Lease Agreement ("Master Lease") by and between the PFA, as lessor, and Sandy Springs City Center, LLC ("Developer"), as lessee; and

WHEREAS, the Master Lease contains certain terms and conditions governing the Developer's lease of retail space contained within the government building ("Building") at City Springs, including the allocation of costs of maintenance and repair of certain systems servicing the Building and the retail space; and

WHEREAS, at the time the Master Lease was entered into, the grease trap serving the Building was contemplated to be for the sole and exclusive use of Developer and tenants leasing retail space in the Building; therefore, there was no need in the Master Lease for a provision allocating the cost of repair and maintenance for the grease trap; and

WHEREAS, subsequently during development of City Springs, it was determined the grease trap would also be utilized by the PFA for certain kitchen activities in the Building; and

WHEREAS, the members of the PFA desire to amend the Master Lease to account for the shared use of the grease trap by the PFA and the Developer, as provided in the First Amendment to Master Lease ("First Amendment") attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the City of Sandy Springs Public Facilities Authority, while in session on June 19, 2018, as follows:

1. The First Amendment is hereby approved; and

2. The General Manager of the PFA and PFA's attorney are hereby authorized to take such actions deemed necessary or prudent to effectuate the intent of this resolution.

RESOLVED this the 19th day of June, 2018.

Approved:

____
Russell K. Paul, Chairman

Attest:

____
Michael D. Casey, Secretary

(Seal)

ATTACHMENT

FIRST AMENDMENT TO MASTER LEASE

FIRST AMENDMENT TO MASTER LEASE

THIS FIRST AMENDMENT TO MASTER LEASE (this "Amendment") is made and entered into as of the _____ day of _________, 2018, by and between **CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY,** a political subdivision of the State of Georgia ("Lessor") and **CITY SPRINGS OWNER, LLC**, a Delaware limited liability company ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee entered into that certain Master Lease dated as of June 15, 2016 (the "Lease"), pursuant to which Lessor leased to Lessee and Lessee leased from Lessor certain retail premises (the "Premises") constructed within a multi-use building containing public office facilities for the City of Sandy Springs, a performing arts center and related facilities and improvements (the "Building"); and

WHEREAS, at the time the Lease was entered into, the grease trap serving the Building (the "Building Grease Trap") was contemplated to be for the sole and exclusive use of Lessee and its Space Tenants; and

WHEREAS, subsequent to the time the Lease was entered into, Lessor determined that its use of the Building would require use of the Building Grease Trap; and

WHEREAS, Lessor and Lessee desire to amend and modify the terms of the Lease to account for the shared use of the Building Grease Trap.

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth in this Amendment, Lessor and Lessee hereby agree as follows:

1. Defined Terms. For purposes of this Amendment, all terms that are used in this Amendment that are defined in the Lease shall have the same meaning in this Amendment as are ascribed to them in the Lease.

2. Installation of the Building Grease Trap. Lessor has installed the Building Grease Trap as required by Schedule 1 of **Exhibit "E"** to the Lease. All provisions of the Lease related to the installation of same and any warranties associated therewith shall remain as set forth in the Lease and are not amended hereby, unless specifically set forth in this Amendment.

3. Maintenance and Repair of the Building Grease Trap. Subject to the reimbursement obligation of Lessor set forth in Paragraph 4 of this Amendment, maintenance and repair of the Building Grease Trap shall be included as a Lessee responsibility under Section 8.3 of the Lease; provided, however, in addition to Lessor's obligations pursuant to Paragraph 4 of this Amendment, Lessor shall pay to Lessee upon demand, without contribution from Lessee, all costs and expenses for the repair and replacement of the Building Grease Trap and related facilities which are necessary because of the clogging, backing-up or other malfunction of said Building Grease Trap and related facilities resulting from any negligent act or omission of Lessor or any other party using or occupying the Building by, through or

under Lessor. Conversely, Lessee shall be responsible, without contribution from Lessor, for all costs and expenses for the repair and replacement of the Building Grease Trap and related facilities which are necessary because of the clogging, backing-up or other malfunction of said Building Grease Trap and related facilities resulting from any negligent act or omission of Lessee or any party using or occupying the Building by, through or under Lessee.

4. Cost Sharing Allocation. The parties hereby agree that Lessor shall reimburse Lessee for fifty percent (50%) of the Lessee's costs to maintain, clean, service, repair and/or replace the Building Grease Trap within thirty (30) days of invoice and documentation of such costs. The parties further agree that every two (2) years from the date of this Amendment they shall re-evaluate or cause to be re-evaluated the cost sharing allocation to determine if it should be modified in any way based on the parties' relative use of the Building Grease Trap. If it is determined that a modification to the cost sharing allocation should be made based on a re-evaluation, the parties agree to amend the Lease to document such modification.

5. Ratification. Except as the Lease shall be modified and amended hereby, all other terms of the Lease shall remain unchanged and shall remain in full force and effect as written. Lessor and Lessee hereby ratify and affirm the Lease and all terms, conditions and obligations in the Lease, as amended hereby.

6. Successors. It is further expressly agreed and understood that all of the covenants and agreements herein made shall extend to, and be binding upon the heirs, devisees, executors, administrators, successors in interest and assigns of the parties hereto.

7. Severability. If any provision of this Amendment or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Amendment or the application of such provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Amendment shall be valid and be enforced to the fullest extent permitted by law.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such counterparts shall together constitute one and the same instrument. This Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. This Amendment may be executed by one or more persons using an electronic signature, which the parties agree shall be binding for all purposes and shall constitute an original signature.

9. Governing Law. This Amendment shall be construed under and governed by the laws of the State of Georgia.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

LESSOR:

CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY, a political subdivision of the State of Georgia

By:________________________________
Name:______________________________
Title:______________________________

LESSEE:

CITY SPRINGS OWNER, LLC, a Delaware limited liability company

By: City Springs Joint Venture, LLC, a Delaware limited liability company, its sole member

By: City Springs Manager, LLC, a Georgia limited liability company, its manager

By: Sandy Springs City Center, LLC, a Georgia limited liability company, its sole member

By: Carter City Springs Member, LLC, a Georgia limited liability company, its manager

By: Carter City Springs Manager, LLC, a Georgia limited liability company, its sole member

By: CHE Real Estate, LLC, a Georgia limited liability company, its sole member

By: Carter Holding Enterprises, LLC, a Georgia limited liability company, its sole member

By: Carter Holding Enterprises Principals, LLC, a Georgia limited liability company, its sole member

By: ______________________________(L.S.)
Name:_____________________________________
Its:____

City Springs Update

June 19, 2018

SANDY SPRINGS
GEORGIA

Budget and Cost

- Approval of Change Order 20
- Review of pending items

Project Revenues

Funding Sources	Total Budget	Funded through 4/30/2018	Balance to Fund
Pay As You Go	$38,250,000	$38,250,000	$0
Available City Center Funds	$9,812,000	$9,812,000	$0
Land Sale Escrow	$9,000,000	$6,055,812	$2,944,188
Bond Issuance	$171,400,000	$171,400,000	$0
Interest Income	$750,000	$723,509	$26,491
	$229,212,000	**$226,241,321**	**$2,970,679**

Project Expenditures

Cost Uses	Total Budget	Funded through 4/30/2018	Balance to Fund
Construction	$196,571,762	$170,189,470	$26,382,292
Consulting	$17,883,328	$17,723,818	$159,510
Special Costs	$10,945,260	$10,055,865	$889,395
Owner Contingency	$3,811,650	$0	$3,811,650
	$229,212,000	**$197,969,154**	**$31,242,846**

Change Order 20

- Scope/value additions
  - PAC handrail revisions
  - Increased connections between mechanical/electrical systems and Building Automation System (BAS)
  - Finish upgrades at park shade structures
  - Field revisions to drywall for code compliance/inspector comments
  - HVAC for Pop-Up D elevator
  - Minor interior revisions
- Transfer of Contingency: $139,900

SANDY SPRINGS

Change Order 20

		5/29/2018	6/12/2018
Change Order 20:			
COR-561	RFI 1628 - Loge and Balcony Aisle Handrail Locations	$14,497	$14,497
COR-563	RFI 1535 - Freestanding Structure at Slip Ramp Entrance	$9,943	$9,943
COR-568	RFI 1568 - Additional Data Drops Required for HVAC Control Panels	$14,324	$14,324
COR-573	RFI 1540 - Pattern for AC-5 Ceilings at Office Tower Elevator Lobbies	$5,052	$5,052
COR-587	ASI 122 - Owner Requested Changes to RFI 1543 Response PAC Lower Mech Room Doors	$6,680	$4,250
COR-591	RFI 1637 - A0002 Elevator Control Room-Door Conflict	$1,397	$1,397
COR-597	Shade Structure - Added Paint Per Submittal Comments	$10,341	$10,341
COR-600	RFI 1657 - Rosser Drywall Field Directives - Confirmation	$13,224	$13,482
COR-609	RFI 1667 - Header at Traffic Control Room ID-222	$3,500	$1,858
COR-641	Fire Marshal Walk 3/23/18	$16,231	$16,231
COR-643	RFI 1687 - Elevator DE-01 Shaft Conditioning Requirements	$24,293	$24,574
COR-651	Bulletin 77 - HVAC / Acoustical modifications at the Studio Theater (offset with Acoustic/Theatre changes)	$6,953	$6,789
COR-656	Changed Card Reader Hardware	$10,764	$10,764
COR-661	RFI-1731 - Paint Corridor B:003	$5,467	$5,467
COR-672	Bond for CO 20		$931

Amended Project Expenditures

Cost Sources	Total Budget	Amended Budget	Budget Change
Construction	$196,817,055	$196,956,955	$139,900
Consulting	$17,883,328	$17,883,328	$0
Special Costs	$10,945,260	$10,945,260	$0
Owner Contingency	$3,566,357	$3,426,457	($139,900)
	$229,212,000	**$229,212,000**	**$0**

Questions

TO: **Members of the City of Sandy Springs Public Facilities Authority ("PFA")**

FROM: **John McDonough, General Manager of the PFA, and City Manager of the City of Sandy Springs ("City")**

DATE: **June 11, 2018 for Submission on the June 19, 2018 PFA Meeting Agenda**

ITEM: **RESOLUTION TO INCREASE THE GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION OF THE CITY SPRINGS PROJECT, AS ESTABLISHED BY CHANGE ORDER #20 PURSUANT TO THE PROVISIONS OF A CERTAIN CONTRACT FOR CONSTRUCTION BETWEEN THE CITY OF SANDY SPRINGS, GA AND HOLDER CONSTRUCTION GROUP, LLC, DATED JUNE 30, 2015, AND TO AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE CHANGE ORDER**

Background and Discussion:

On June 16, 2015 at regular Council meeting, City Council adopted a resolution approving a certain Contract for Construction ("Contract") between the City (subsequently assigned to the PFA) and Holder Construction Group, LLC ("Holder") for constructing the City Springs project ("Project").

Pursuant to the Contract, Holder agreed that the cost to the City of performing the work under the Contract, including the cost of the work described in the Contract, the general conditions costs, and Holder's fee, shall not exceed the Guaranteed Maximum Price ("GMP"), as established by change order pursuant to the Contract. The Contract further provides that the establishment of the GMP shall be accomplished by written change order ("GMP Change Order").

The Contract further provides that an adjustment to the GMP may be made as authorized by written change order. On February 16, 2016, Council approved a GMP value of $180,057,353.00 for the Project. The GMP value was established by a GMP Change Order dated February 16, 2016, in accordance with Contract provisions.

On August 16, 2016, Council again approved an increase to the GMP by Change Order #5, resulting in a GMP value of $188,956,290.00 for the Project. The increase was requested due to: transfers from the City held budgets for equipment, design evolution/completion, differing site conditions, and scope changes.

In October of 2016, Change Order #6 was executed by the City. Change Order #6 granted a time extension of forty-two (42) days; however, there was no increase to the GMP value.

The Contract was assigned by the City to the PFA in June of 2016, and on March 21, 2017, the PFA approved the actions taken by the City in Change Orders #5 and #6.

On March 7, 2017, the PFA approved Change Order #7, which increased the GMP value by the amount of $2,854,088.00, for a new GMP value of $191,810,378.00, and granted a time extension for fifty-six (56) calendar days. The overall budget for the Project was not increased by Change Order #7.

On May 2, 2017, the PFA approved Change Order #8, which increased the GMP by $875,315.00, for a new GMP value of $192,685,693.00.

On June 6, 2017, the PFA approved Change Order #9, which increased the GMP by $19,921.00, for a new GMP value of $192,705,614.00.

On July 18, 2017, the PFA approved Change Order #10, which decreased the GMP by $352,722.00, for a new GMP value of $192,352,892.00.

On August 15, 2017, the PFA approved Change Order #11, which increased the GMP by $273,195.00, for a new GMP value of $192,626,087.00.

On September 19, 2017, the PFA approved Change Order #12, which increased the GMP by $946,031.00, for a new GMP value of $193,572,118.00.

On October 17, 2017, the PFA approved Change Order #13 which increased the GMP by $312,802.00, for a new GMP value of $193,884,920.00.

On December 19, 2017, the PFA approved Change Order #14 which increased the GMP by $384,093.00, for a new GMP value of $194,269,013.00.

On January 16, 2018, the PFA approved Change Order #15 which increased the GMP by $466,341.00, for a new GMP value of $194,735,354.00.

On February 20, 2018, the PFA approved Change Order #16 which increased the GMP by $587,136.00, for a new GMP value of $195,322,490.00.

On March 20, 2018, the PFA approved Change Order #17 which increased the GMP by $605,305.00, for a new GMP value of $195,927,795.00.

On April 17, 2018, the PFA approved Change Order #18 which increased the GMP by $643,967.00, for a new GMP value of $196,571,762.00.

On May 15, 2018, the PFA approved Change Order #19 which increased the GMP by $245,293.00, for a new GMP value of $196,817,055.00.

Holder has now requested approval of Change Order #20 pursuant to the terms of the Contract, which will increase the GMP by $139,900.00, for a new GMP value of $196,956,955.00. Such GMP increase is for scope/value additions, including: PAC handrail revisions; increased connections between mechanical/electrical systems and building automation system; finish upgrades at park shade structures; field revisions to drywall for code compliance/inspector comments; HVAC for pop-up D elevator; and minor interior revisions.

Change Order #20 does not increase the Contract time.

When Change Order #20 is executed, the increase to the GMP will effectively be added to the Contract. A copy of Change Order #20 is attached to the Resolution.

Recommendation:

Project consultants and the General Manager recommend that the PFA approve an increase to the GMP value of $139,900.00, for a new GMP value of $196,956,955.00, and further recommend that the PFA authorize the General Manager to execute Change Order #20.

Alternative:

Reject the recommendation and provide further instruction to the General Manager and Project consultants.

Attachments:

Resolution with attached Change Order #20.

RESOLUTION NO. 2018-______

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION TO INCREASE THE GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION OF THE CITY SPRINGS PROJECT, AS ESTABLISHED BY CHANGE ORDER #20 PURSUANT TO THE PROVISIONS OF A CERTAIN CONTRACT FOR CONSTRUCTION BETWEEN THE CITY OF SANDY SPRINGS, GA AND HOLDER CONSTRUCTION GROUP, LLC, DATED JUNE 30, 2015, AND TO AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE CHANGE ORDER

WHEREAS, on June 16, 2015 at regular Council meeting, City Council adopted a resolution approving a certain Contract for Construction ("Contract") between the City of Sandy Springs, GA ("City") and Holder Construction Group, LLC ("Holder") for constructing the City Springs project ("Project"); and

WHEREAS, pursuant to the Contract, Holder agreed that the cost to the City of performing the work under the Contract, including the cost of the work described therein, the general conditions costs, and Holder's fee, shall not exceed the Guaranteed Maximum Price ("GMP"), as established by change order pursuant to the Contract; and

WHEREAS, on February 16, 2016, City Council approved a GMP of $180,057,353.00 for the Project by change order, in accordance with Contract provisions; and

WHEREAS, the Contract provides that an adjustment to the GMP may be made as authorized by written change order; and

WHEREAS, on August 16, 2016, Council again approved an increase to the GMP by Change Order #5, resulting in a GMP value of $188,956,290.00 for the Project for transfers from the City held budgets for equipment, design evolution/completion, differing site conditions, and scope changes; and

WHEREAS, in October of 2016, Change Order #6 was executed by the City, which granted a time extension of forty-two (42) days but did not increase the GMP value; and

WHEREAS, the Contract was assigned by the City to the PFA in June of 2016, and on March 21, 2017, the PFA approved the actions taken by the City in Change Orders #5 and #6; and

WHEREAS, on March 7, 2017, the PFA approved Change Order #7 which increased the GMP value by the amount of $2,854,088.00, for a new GMP value of $191,810,378.00, and granted a time extension for fifty-six (56) calendar days; and

WHEREAS, on May 2, 2017, the PFA approved Change Order #8 which increased the GMP by $875,315.00, for a new GMP value of $192,685,693.00; and

WHEREAS, on June 6, 2017, the PFA approved Change Order #9 which increased the GMP by $19,921.00, for a new GMP value of $192,705,614.00; and

WHEREAS, on July 18, 2017, the PFA approved Change Order #10 which decreased the GMP by $352,722.00, for a new GMP value of $192,352,892.00; and

WHEREAS, on August 15, 2017, the PFA approved Change Order #11 which increased the GMP by $273,195.00, for a new GMP value of $192,626,087.00; and

WHEREAS, on September 19, 2017, the PFA approved Change Order #12 which increased the GMP by $946,031.00, for a new GMP value of $193,572,118.00; and

WHEREAS, on October 17, 2017, the PFA approved Change Order #13 which increased the GMP by $312,802.00, for a new GMP value of $193,884,920.00; and

WHEREAS, on December 19, 2017, the PFA approved Change Order #14 which increased the GMP by $384,093.00, for a new GMP value of $194,269,013.00; and

WHEREAS, on January 16, 2018, the PFA approved Change Order #15 which increased the GMP by $466,341.00, for a new GMP value of $194,735,354.00; and

WHEREAS, on February 20, 2018, the PFA approved Change Order #16 which increased the GMP by $587,136.00, for a new GMP value of $195,322,490.00; and

WHEREAS, on March 20, 2018, the PFA approved Change Order #17 which increased the GMP by $605,305.00, for a new GMP value of $195,927,795.00; and

WHEREAS, on April 17, 2018, the PFA approved Change Order #18 which increased the GMP by $643,967.00, for a new GMP value of $196,571,762.00; and

WHEREAS, on May 15, 2018, the PFA approved Change Order #19 which increased the GMP by $245,293.00, for a new GMP value of $196,817,055.00; and

WHEREAS, Holder has now requested approval of Change Order #20 pursuant to the terms of the Contract, which will increase the GMP by $139,900.00, for a new GMP value of $196,956,955.00; and

WHEREAS, such GMP increase is for scope/value additions, including: PAC handrail revisions; increased connections between mechanical/electrical systems and building automation system; finish upgrades at park shade structures; field revisions to drywall for code compliance/inspector comments; HVAC for pop-up D elevator; and minor interior revisions; and

WHEREAS, Change Order #20 does not increase the Contract time; and

WHEREAS, Change Order #20, when executed, will effectively be added to the Contract; and

WHEREAS, Project consultants and the General Manager recommend that the PFA approve the attached Change Order #20; and

WHEREAS, Project consultants and the General Manager further recommend that the PFA authorize the General Manager to execute the attached Change Order #20; and

WHEREAS, the PFA desires to approve Change Order #20, as recommended, and to authorize the General Manager to execute Change Order #20.

NOW, THEREFORE, BE IT RESOLVED by the City of Sandy Springs Public Facilities Authority, as follows:

1. An increase to the GMP of $139,900.00, for a new GMP value of $196,956,955.00, is hereby approved; and

2. The attached Change Order #20 is hereby approved; and

3. The General Manager of the PFA is hereby authorized to execute the attached Change Order #20; and

4. The General Manager and the attorney for the PFA are hereby authorized to make such minor revisions to Change Order #20 as may be deemed reasonable, necessary, and in the best interest of the PFA prior to execution by the General Manager, and will promptly report any revisions to members of the PFA; and

5. The General Manager and the attorney for the PFA are hereby authorized to take such actions deemed necessary or prudent to effectuate the intent of this resolution.

RESOLVED this the 19th day of June, 2018.

Approved:

____
Russell K. Paul, Chairman

Attest:

____
Michael D. Casey, Secretary

(Seal)

ATTACHMENT

CHANGE ORDER #20

CHANGE ORDER

PROJECT NAME: CITY OF SANDY SPRINGS, GA, CITY SPRINGS PROJECT (Formerly referred to as CITY CENTER PROJECT)

OWNER: CITY OF SANDY SPRINGS, GA

CONSTRUCTION MANAGER: HOLDER CONSTRUCTION GROUP, LLC

DATE OF AGREEMENT: JUNE 30, 2015

DATE OF THIS CHANGE ORDER: JUNE 19, 2018

CHANGE ORDER NUMBER: 20

The Agreement between Owner and Construction Manager (the "Agreement") is changed as follows:

1. Pursuant to Sections 5.3 and 7.2 of the Agreement and Section 11.1.3 of the General Conditions, the Guaranteed Maximum Price and Contract Time are adjusted, as set forth in this Change Order, for the changes in the Work set forth in the following Bulletins and ASIs issued by Rosser International, Inc.:

    - Bulletin 077
    - ASI 122

    including other miscellaneous changes referenced in the COR's identified below.

    The adjustments to the Guaranteed Maximum Price and Contract Time made by this Change Order are based upon the following COR's issued by Construction Manager. The COR's are identified herein for reference and to clarify the bases of the adjustments to the Guaranteed Maximum Price and Contract Time only and are not incorporated into the Contract and are not Contract Documents.

    COR's and back-up 561, 563, 568, 573, 587, 591, 597, 600, 609, 641, 643, 651, 656, 661, and 672

    The Owner and Construction Manager expressly acknowledge and agree that the changes in the Work and the adjustments to the Guaranteed Maximum Price made by this Change Order are subject to the clarifications and exclusions identified by the Construction Manager in each of the foregoing COR's.

2. The Owner and Construction Manager acknowledge the Owner's acceptance of the following Contingency Authorizations issued by the Construction Manager: CA-30, CA-60, CA-90, CA-96

3. Unless otherwise defined herein, all capitalized terms used in this Change Order shall have the meanings ascribed to them in the Agreement. Except as expressly changed herein, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

The Contract Time is hereby ~~[increased] [decreased~~] by the following number of calendar days: 0 days

The Construction Manager hereby waives and releases any claim it may have against the Owner for any adjustment in the Contract Time resulting from, or related to, the change reflected in this Change Order, except as agreed to above.

The Contract Sum / GMP is hereby [increased] ~~[decreased]~~ by: $139,900.00

The Construction Manager hereby waives and releases any claim it may have against the Owner for any adjustment in the Contract Sum / GMP arising out of, or related to, the changes reflected in this Change Order, including, but not limited to, any claim for damages due to delay, disruption, hindrance, impact, interference, inefficiencies or extra work arising out of, resulting from, or related to, the change reflected in this Change Order, except as agreed to above.

Original Contract Sum / GMP: $12,631,702.00

Net Change by Previous Change Orders: $184,185,353.00

Contract Sum / GMP before this Change Order: $196,817,055.00

Increase in this Change Order: $139,900.00

Contract Sum / GMP, as adjusted by this Change Order: $196,956,955.00

~~[Increase] [Decrease~~] in Contract Time: 0 days

Upon execution of this Change Order by Owner and Construction Manager, the above-referenced change shall become a valid and binding part of the original Agreement without exception or qualification, unless noted in this Change Order.

Owner		**Construction Manager**	
By:	______________________	**By:**	______________________
Date:	______________________	**Date:**	______________________

TO: **Members of the City of Sandy Springs Public Facilities Authority ("PFA")**

FROM: **John McDonough, General Manager of the PFA, and City Manager of the City of Sandy Springs ("City")**

DATE: **June 11, 2018 for Submission on the June 19, 2018 PFA Meeting Agenda**

ITEM: **RESOLUTION TO INCREASE THE GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION OF THE CITY SPRINGS PROJECT, AS ESTABLISHED BY CHANGE ORDER #20 PURSUANT TO THE PROVISIONS OF A CERTAIN CONTRACT FOR CONSTRUCTION BETWEEN THE CITY OF SANDY SPRINGS, GA AND HOLDER CONSTRUCTION GROUP, LLC, DATED JUNE 30, 2015, AND TO AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE CHANGE ORDER**

Background and Discussion:

On June 16, 2015 at regular Council meeting, City Council adopted a resolution approving a certain Contract for Construction ("Contract") between the City (subsequently assigned to the PFA) and Holder Construction Group, LLC ("Holder") for constructing the City Springs project ("Project").

Pursuant to the Contract, Holder agreed that the cost to the City of performing the work under the Contract, including the cost of the work described in the Contract, the general conditions costs, and Holder's fee, shall not exceed the Guaranteed Maximum Price ("GMP"), as established by change order pursuant to the Contract. The Contract further provides that the establishment of the GMP shall be accomplished by written change order ("GMP Change Order").

The Contract further provides that an adjustment to the GMP may be made as authorized by written change order. On February 16, 2016, Council approved a GMP value of $180,057,353.00 for the Project. The GMP value was established by a GMP Change Order dated February 16, 2016, in accordance with Contract provisions.

On August 16, 2016, Council again approved an increase to the GMP by Change Order #5, resulting in a GMP value of $188,956,290.00 for the Project. The increase was requested due to: transfers from the City held budgets for equipment, design evolution/completion, differing site conditions, and scope changes.

In October of 2016, Change Order #6 was executed by the City. Change Order #6 granted a time extension of forty-two (42) days; however, there was no increase to the GMP value.

The Contract was assigned by the City to the PFA in June of 2016, and on March 21, 2017, the PFA approved the actions taken by the City in Change Orders #5 and #6.

On March 7, 2017, the PFA approved Change Order #7, which increased the GMP value by the amount of $2,854,088.00, for a new GMP value of $191,810,378.00, and granted a time extension for fifty-six (56) calendar days. The overall budget for the Project was not increased by Change Order #7.

On May 2, 2017, the PFA approved Change Order #8, which increased the GMP by $875,315.00, for a new GMP value of $192,685,693.00.

On June 6, 2017, the PFA approved Change Order #9, which increased the GMP by $19,921.00, for a new GMP value of $192,705,614.00.

On July 18, 2017, the PFA approved Change Order #10, which decreased the GMP by $352,722.00, for a new GMP value of $192,352,892.00.

On August 15, 2017, the PFA approved Change Order #11, which increased the GMP by $273,195.00, for a new GMP value of $192,626,087.00.

On September 19, 2017, the PFA approved Change Order #12, which increased the GMP by $946,031.00, for a new GMP value of $193,572,118.00.

On October 17, 2017, the PFA approved Change Order #13 which increased the GMP by $312,802.00, for a new GMP value of $193,884,920.00.

On December 19, 2017, the PFA approved Change Order #14 which increased the GMP by $384,093.00, for a new GMP value of $194,269,013.00.

On January 16, 2018, the PFA approved Change Order #15 which increased the GMP by $466,341.00, for a new GMP value of $194,735,354.00.

On February 20, 2018, the PFA approved Change Order #16 which increased the GMP by $587,136.00, for a new GMP value of $195,322,490.00.

On March 20, 2018, the PFA approved Change Order #17 which increased the GMP by $605,305.00, for a new GMP value of $195,927,795.00.

On April 17, 2018, the PFA approved Change Order #18 which increased the GMP by $643,967.00, for a new GMP value of $196,571,762.00.

On May 15, 2018, the PFA approved Change Order #19 which increased the GMP by $245,293.00, for a new GMP value of $196,817,055.00.

Holder has now requested approval of Change Order #20 pursuant to the terms of the Contract, which will increase the GMP by $139,900.00, for a new GMP value of $196,956,955.00. Such GMP increase is for scope/value additions, including: PAC handrail revisions; increased connections between mechanical/electrical systems and building automation system; finish upgrades at park shade structures; field revisions to drywall for code compliance/inspector comments; HVAC for pop-up D elevator; and minor interior revisions.

Change Order #20 does not increase the Contract time.

When Change Order #20 is executed, the increase to the GMP will effectively be added to the Contract. A copy of Change Order #20 is attached to the Resolution.

Recommendation:

Project consultants and the General Manager recommend that the PFA approve an increase to the GMP value of $139,900.00, for a new GMP value of $196,956,955.00, and further recommend that the PFA authorize the General Manager to execute Change Order #20.

Alternative:

Reject the recommendation and provide further instruction to the General Manager and Project consultants.

Attachments:

Resolution with attached Change Order #20.

RESOLUTION NO. 2018-______

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION TO INCREASE THE GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION OF THE CITY SPRINGS PROJECT, AS ESTABLISHED BY CHANGE ORDER #20 PURSUANT TO THE PROVISIONS OF A CERTAIN CONTRACT FOR CONSTRUCTION BETWEEN THE CITY OF SANDY SPRINGS, GA AND HOLDER CONSTRUCTION GROUP, LLC, DATED JUNE 30, 2015, AND TO AUTHORIZE THE GENERAL MANAGER TO EXECUTE THE CHANGE ORDER

WHEREAS, on June 16, 2015 at regular Council meeting, City Council adopted a resolution approving a certain Contract for Construction ("Contract") between the City of Sandy Springs, GA ("City") and Holder Construction Group, LLC ("Holder") for constructing the City Springs project ("Project"); and

WHEREAS, pursuant to the Contract, Holder agreed that the cost to the City of performing the work under the Contract, including the cost of the work described therein, the general conditions costs, and Holder's fee, shall not exceed the Guaranteed Maximum Price ("GMP"), as established by change order pursuant to the Contract; and

WHEREAS, on February 16, 2016, City Council approved a GMP of $180,057,353.00 for the Project by change order, in accordance with Contract provisions; and

WHEREAS, the Contract provides that an adjustment to the GMP may be made as authorized by written change order; and

WHEREAS, on August 16, 2016, Council again approved an increase to the GMP by Change Order #5, resulting in a GMP value of $188,956,290.00 for the Project for transfers from the City held budgets for equipment, design evolution/completion, differing site conditions, and scope changes; and

WHEREAS, in October of 2016, Change Order #6 was executed by the City, which granted a time extension of forty-two (42) days but did not increase the GMP value; and

WHEREAS, the Contract was assigned by the City to the PFA in June of 2016, and on March 21, 2017, the PFA approved the actions taken by the City in Change Orders #5 and #6; and

WHEREAS, on March 7, 2017, the PFA approved Change Order #7 which increased the GMP value by the amount of $2,854,088.00, for a new GMP value of $191,810,378.00, and granted a time extension for fifty-six (56) calendar days; and

WHEREAS, on May 2, 2017, the PFA approved Change Order #8 which increased the GMP by $875,315.00, for a new GMP value of $192,685,693.00; and

WHEREAS, on June 6, 2017, the PFA approved Change Order #9 which increased the GMP by $19,921.00, for a new GMP value of $192,705,614.00; and

WHEREAS, on July 18, 2017, the PFA approved Change Order #10 which decreased the GMP by $352,722.00, for a new GMP value of $192,352,892.00; and

WHEREAS, on August 15, 2017, the PFA approved Change Order #11 which increased the GMP by $273,195.00, for a new GMP value of $192,626,087.00; and

WHEREAS, on September 19, 2017, the PFA approved Change Order #12 which increased the GMP by $946,031.00, for a new GMP value of $193,572,118.00; and

WHEREAS, on October 17, 2017, the PFA approved Change Order #13 which increased the GMP by $312,802.00, for a new GMP value of $193,884,920.00; and

WHEREAS, on December 19, 2017, the PFA approved Change Order #14 which increased the GMP by $384,093.00, for a new GMP value of $194,269,013.00; and

WHEREAS, on January 16, 2018, the PFA approved Change Order #15 which increased the GMP by $466,341.00, for a new GMP value of $194,735,354.00; and

WHEREAS, on February 20, 2018, the PFA approved Change Order #16 which increased the GMP by $587,136.00, for a new GMP value of $195,322,490.00; and

WHEREAS, on March 20, 2018, the PFA approved Change Order #17 which increased the GMP by $605,305.00, for a new GMP value of $195,927,795.00; and

WHEREAS, on April 17, 2018, the PFA approved Change Order #18 which increased the GMP by $643,967.00, for a new GMP value of $196,571,762.00; and

WHEREAS, on May 15, 2018, the PFA approved Change Order #19 which increased the GMP by $245,293.00, for a new GMP value of $196,817,055.00; and

WHEREAS, Holder has now requested approval of Change Order #20 pursuant to the terms of the Contract, which will increase the GMP by $139,900.00, for a new GMP value of $196,956,955.00; and

WHEREAS, such GMP increase is for scope/value additions, including: PAC handrail revisions; increased connections between mechanical/electrical systems and building automation system; finish upgrades at park shade structures; field revisions to drywall for code compliance/inspector comments; HVAC for pop-up D elevator; and minor interior revisions; and

WHEREAS, Change Order #20 does not increase the Contract time; and

WHEREAS, Change Order #20, when executed, will effectively be added to the Contract; and

WHEREAS, Project consultants and the General Manager recommend that the PFA approve the attached Change Order #20; and

WHEREAS, Project consultants and the General Manager further recommend that the PFA authorize the General Manager to execute the attached Change Order #20; and

WHEREAS, the PFA desires to approve Change Order #20, as recommended, and to authorize the General Manager to execute Change Order #20.

NOW, THEREFORE, BE IT RESOLVED by the City of Sandy Springs Public Facilities Authority, as follows:

1. An increase to the GMP of $139,900.00, for a new GMP value of $196,956,955.00, is hereby approved; and

2. The attached Change Order #20 is hereby approved; and

3. The General Manager of the PFA is hereby authorized to execute the attached Change Order #20; and

4. The General Manager and the attorney for the PFA are hereby authorized to make such minor revisions to Change Order #20 as may be deemed reasonable, necessary, and in the best interest of the PFA prior to execution by the General Manager, and will promptly report any revisions to members of the PFA; and

5. The General Manager and the attorney for the PFA are hereby authorized to take such actions deemed necessary or prudent to effectuate the intent of this resolution.

RESOLVED this the 19th day of June, 2018.

Approved:

____
Russell K. Paul, Chairman

Attest:

____
Michael D. Casey, Secretary

(Seal)

ATTACHMENT

CHANGE ORDER #20

CHANGE ORDER

PROJECT NAME: CITY OF SANDY SPRINGS, GA, CITY SPRINGS PROJECT (Formerly referred to as CITY CENTER PROJECT)

OWNER: CITY OF SANDY SPRINGS, GA

CONSTRUCTION MANAGER: HOLDER CONSTRUCTION GROUP, LLC

DATE OF AGREEMENT: JUNE 30, 2015

DATE OF THIS CHANGE ORDER: JUNE 19, 2018

CHANGE ORDER NUMBER: 20

The Agreement between Owner and Construction Manager (the "Agreement") is changed as follows:

1. Pursuant to Sections 5.3 and 7.2 of the Agreement and Section 11.1.3 of the General Conditions, the Guaranteed Maximum Price and Contract Time are adjusted, as set forth in this Change Order, for the changes in the Work set forth in the following Bulletins and ASIs issued by Rosser International, Inc.:

    - Bulletin 077
    - ASI 122

    including other miscellaneous changes referenced in the COR's identified below.

    The adjustments to the Guaranteed Maximum Price and Contract Time made by this Change Order are based upon the following COR's issued by Construction Manager. The COR's are identified herein for reference and to clarify the bases of the adjustments to the Guaranteed Maximum Price and Contract Time only and are not incorporated into the Contract and are not Contract Documents.

    COR's and back-up 561, 563, 568, 573, 587, 591, 597, 600, 609, 641, 643, 651, 656, 661, and 672

    The Owner and Construction Manager expressly acknowledge and agree that the changes in the Work and the adjustments to the Guaranteed Maximum Price made by this Change Order are subject to the clarifications and exclusions identified by the Construction Manager in each of the foregoing COR's.

2. The Owner and Construction Manager acknowledge the Owner's acceptance of the following Contingency Authorizations issued by the Construction Manager: CA-30, CA-60, CA-90, CA-96

3. Unless otherwise defined herein, all capitalized terms used in this Change Order shall have the meanings ascribed to them in the Agreement. Except as expressly changed herein, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

The Contract Time is hereby ~~[increased] [decreased~~] by the following number of calendar days: 0 days

The Construction Manager hereby waives and releases any claim it may have against the Owner for any adjustment in the Contract Time resulting from, or related to, the change reflected in this Change Order, except as agreed to above.

The Contract Sum / GMP is hereby [increased] ~~[decreased]~~ by: $139,900.00

The Construction Manager hereby waives and releases any claim it may have against the Owner for any adjustment in the Contract Sum / GMP arising out of, or related to, the changes reflected in this Change Order, including, but not limited to, any claim for damages due to delay, disruption, hindrance, impact, interference, inefficiencies or extra work arising out of, resulting from, or related to, the change reflected in this Change Order, except as agreed to above.

Original Contract Sum / GMP: $12,631,702.00

Net Change by Previous Change Orders: $184,185,353.00

Contract Sum / GMP before this Change Order: $196,817,055.00

Increase in this Change Order: $139,900.00

Contract Sum / GMP, as adjusted by this Change Order: $196,956,955.00

~~[Increase] [Decrease~~] in Contract Time: 0 days

Upon execution of this Change Order by Owner and Construction Manager, the above-referenced change shall become a valid and binding part of the original Agreement without exception or qualification, unless noted in this Change Order.

Owner		**Construction Manager**	
By:	______________________	**By:**	______________________
Date:	______________________	**Date:**	______________________

SANDY SPRINGS
GEORGIA

TO:	Members of the City of Sandy Springs Public Facilities Authority ("PFA")
FROM:	
DATE:	June 13, 2018, for submission onto the June 19, 2018 PFA meeting agenda
ITEM:	Approval of a Qualified Management Agreement with Lanier Parking Meter Services, LLC for Parking Management Services

Recommendation:

The General Manager recommends that the Board approve the attached resolution to approve a qualified management agreement ("Agreement") with Lanier Parking Meter Services, LLC ("Lanier") for parking management services.

Background:

On August 10, 2016, the City issued its Request for Qualifications to solicit and select a firm to provide parking management services for the public parking system at City Springs. From the responses submitted and the formal interviews, the City's evaluation committee recommended selecting Lanier to provide such parking management services.

The contract was awarded to Lanier by City Council on February 7, 2017. Lanier and the City agreed that Lanier would act as the City's consultant during the development and construction of the parking facilities at City Springs and would assume the management of the parking facilities once construction was completed and the parking facilities were open to the public. Pursuant to that agreement, Lanier has provided consultation during the development and construction of the parking facilities and is set to provide parking management services now that construction is complete.

Discussion:

The attached Agreement covers the operation and management of the paid public parking garage containing approximately 767 parking spaces located at City Springs. The Agreement is for a term of three (3) years with automatic renewal terms of one (1) year unless and until otherwise terminated by a thirty (30) day cancellation provision for cause or a ninety (90) day cancellation provision for convenience. The Agreement covers the responsibilities of the parties, including standards for employees, performance and dispute resolution. The Agreement has been reviewed and approved by bond counsel for compliance with the Federal regulations that govern the tax-exempt bond financed parking facilities. Also attached to the Agreement are the parking rates previously established for the parking facilities.

Alternative:

The PFA could decide not to approve the Agreement.

Attachments:

Resolution and Parking Management Agreement

RESOLUTION NO. 2018-XX-XX

STATE OF GEORGIA
COUNTY FULTON

A RESOLUTION TO APPROVE A QUALIFIED MANAGEMENT AGREEMENT WITH LANIER PARKING METER SERVICES, LLC FOR PARKING MANAGEMENT SERVICES AT CITY SRPINGS AND FOR OTHER PURPOSES.

WHEREAS, the City of Sandy Springs Public Facilities Authority ("Authority") owns certain property at the development known as "City Springs"; and

WHEREAS, City Springs contains parking facilities for the benefit of the city and visitors to City Springs; and

WHEREAS, pursuant to a Request for Qualifications to solicit and select a firm to provide parking management services for the public parking system at the City Springs development, the City's evaluation committee developed a recommendation for selection of Lanier Parking Meter Services, LLC ("Lanier"); and

WHEREAS, Lanier provided consultation during the development and construction of the parking facilities at City Springs, and are now set to provide parking management services for the public parking system now that construction is complete; and

WHEREAS, the Authority now desires to approve the Qualified Management Agreement with Lanier to provide parking management services for the public parking system at the City Springs development

NOW THEREFORE, BE IT RESOLVED by the Board members of the City of Sandy Springs Public Facilities Authority while in session on June 19, 2018 at 6:00 p.m., that the Board approves the qualified management agreement with Lanier Parking Meter Services, LLC for parking management services at City Springs.

The General Manager and the Attorney for the Authority are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this the 19th day of June, 2018.

Approved:

____
Russell K. Paul, Chairman

Attest:

____
Michael D. Casey, Clerk
(Seal)

PARKING MANAGEMENT AGREEMENT

<u>The following abstract terms apply within this Agreement:</u>

Client's Name	**City of Sandy Springs Public Facilities Authority a political subdivision of the State of Georgia**
Location Address	**1 Galambos Way, Sandy Springs, Georgia 30328**
Client's Authorized Representative	**John McDonough, General Manager**
Client's Address for Notices	**1 Galambos Way Sandy Springs, GA 30350**
Manager	**Lanier Parking Meter Services, LLC**
Manager Address	**233 Peachtree Street, NE, Harris Tower, Suite 2600 Atlanta, GA 30303**
Manager's Authorized Representative	**Steven Taff**
Scope	Parking Management Agreement
Term	**Three (3) Years**
Commencement Date	**The opening of the parking facility**
Cancellation Provision	**Either Party: With Cause Upon after 30 day cure period; For Convenience at any time upon 90 days' notice**
Renewal Provision	**1 Year Automatic unless earlier terminated in accordance with this Agreement**
Management	**Fixed Monthly Fee: $4,500.00/month IMF: TBD - See Section 9**
Insurance Requirements (Company Standard)	- General Liability $1,000,000/$2,000,000 - Garage Keeper's $1,000,000/$2,000,000 - Workers' Comp – State Statutory Limits - Auto - $1,000,000/$2,000,000 - Umbrella - $5,000,000

PARKING MANAGEMENT AGREEMENT

This Agreement is entered into this _____ day of June, 2018, by and between **City of Sandy Springs Public Facilities Authority, a political subdivision of the State of Georgia** ("Owner") and **Lanier Parking Meter Services, LLC, a Georgia limited liability company** ("Manager").

WHEREAS, Owner now owns the parking garage containing approximately ______ parking spaces located at 1 Galambos Way, Sandy Springs, Georgia 30328, (said parking facility shall hereinafter be referred to as the "Premises") and desires Manager to manage and operate the Premises as a paid public parking facility.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and undertakings herein set forth, the parties hereto hereby agree as follows:

1. **Scope of Work.** Owner hereby contracts with Manager on an exclusive basis to direct, supervise and manage the parking service on the Premises upon the terms and conditions set forth herein and the attached Scope of Work listed as Exhibit "A" (the "Services"). Manager acknowledges that it is an independent contractor and shall maintain such status at all times. Owner in no event shall be construed as a partner or associate of Manager nor shall it be liable for any of Manager's debts.

2. **Termination for Cause**. Either party shall have the right to terminate this Agreement in the event the other party has failed to perform any of the terms and conditions specified herein, if said failure has been called to the attention of the responsible party in writing via certified mail and that party has not corrected said failure within thirty (30) days of its receipt of written notice. In the event of such termination, this Agreement shall terminate immediately and all compensation and other fees shall be paid through the termination date. Further, Manager shall return all property of Owner issued to Manager for the performance of Services under this Agreement in good working condition less usual wear and tear no less than thirty (30) days following the termination date.

    a. **Failure to Receive Permits**. Manager shall have the right to immediately terminate this Agreement in the event that Manager is unable to secure and/or maintain all necessary licenses and permits required by governmental agencies to operate a parking operation on the Premises under the same conditions that existed at the commencement of this Agreement, unless such inability to secure or maintain necessary licenses and permits is a direct result of Manager's negligence, willful misconduct or material breach of this Agreement. Such right of termination must be noticed to Owner in writing via certified mail no later than five (5) calendar days following Manager's discovery of such inability to secure or maintain. Failure to notice within the time frame specified herein shall extinguish all rights of termination pursuant to this Section 2(a).

    b. **Owner Deficiency**. In the event Owner fails to reimburse Manager for any deficiency within the ten (10) day period set forth in section 12(b) of this Agreement, and Owner does not remedy such failure within five (5) days of receipt of written notice from Manager, then Manager shall have the right to terminate this Agreement with immediate effect.

    c. **Fees and Expenses**. All fees and expenses owed at the time of termination will be paid in accordance with the terms of this Agreement.

3. **Termination for Convenience.** Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement for its convenience at any time by ninety (90) days written notice to the other party. If the Agreement is terminated for convenience of Owner, Manager will be paid compensation for those Services actually performed through the date of termination. Partially completed tasks will be compensated based on a signed statement of completion to be submitted by Manager which shall itemize

each task element and briefly state what work has been completed and what work remains to be done. If the Agreement is terminated for convenience by Manager: a) Owner shall be due reimbursement of all pro-rated costs paid to Manager for tasks which are partially complete, and all costs for tasks which are wholly incomplete, at the time of termination; b) Manager agrees to fully cooperate with Owner and any subsequent parking management company on behalf of Owner in the transition of Services; and c) Manager shall return all property of Owner under the control of or other use of which was transferred to Manager for the performance of Services under this Agreement in good working condition less usual wear and tear no less than thirty (30) days following the termination date.

4. **Term**. The term of this Agreement shall commence on the date the parking facility is complete and open for business, as shall be memorialized in writing between the parties (the "Commencement Date"), and shall continue for a period of approximately thirty-six (36) months ending on the last day of the thirty-sixth (36) month following the Commencement Date ("Initial Term"), unless this Agreement is earlier terminated as set forth in this Agreement. At the expiration of the Initial Term of this Agreement, this Agreement shall automatically renew for additional one (1) year terms unless earlier terminated as provided in this Agreement.

5. **Standards.** The Services shall be performed in a workmanlike manner in accordance with the standards imposed by applicable law and the practices and standards used in well managed operations performing services similar to the Services in this Agreement. Manager agrees to manage the operation in accordance with the terms of this Agreement and any reasonable written direction by Owner for the Premises and provided to the Manager.

6. **Personnel.** Manager shall provide its employees to manage the parking operations on the Premises. The employees shall be honest, neat, competent, courteous and respectful. Said employees shall wear suitable and properly maintained attire. The Owner reserves the right at any time to request the removal of any of Manager's employees for any failure to adhere to the standards set forth in this Section 6. If such a request is made by the Owner, the Manager shall remove the employee as directed by the Owner, and the Manager shall provide a substitute employee. This section does not, in any way, abrogate the Manager's authority to hire or assign employee as it sees fit, or its responsibility to fill personnel positions with qualified personnel.

   a. **Recruitment and Training**. Manager shall be responsible for all recruiting, training, educating and orienting of all Manager's personnel, all of whom shall be fully qualified and shall be authorized under applicable law to perform the Services.

   b. **Manager's Authorized Representative**. Manager designates Manager's Authorized Representative named on page 1 of this Agreement ("Manager's Authorized Representative") and such person shall: (a) be a project executive and employee with Manager's organization, with the information, authority and resources available to properly coordinate Manager's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services; and (c) have day-to-day responsibility and authority to address issues relating to the Services.

   c. **Background Checks**.
   i. Prior to assigning any employee to provide Services pursuant to this Agreement, the Manager shall subject each Manager's employee to a full background check including, but not limited to, the following:

      A. Motor vehicle records.
      B. Criminal records.

C. Credit records (management employees only).
D. Educational records (management employees only).
E. Past and current employers.
F. References.
G. Military records.
H. State licensing records, when applicable.

ii. The Manager is directed to exclude any person from performing services hereunder, including, at the discretion of the Manager, terminating such person's employment at any time during the term of this Agreement, whose background check reveals that the person has exhibited behavior that negatively impacts his or her ability to perform the Services required under this Agreement or negatively impacts the health, safety and welfare of any member of the general public.

iii. The Manager shall exclude from performing Services hereunder, including as Manager deems necessary or advisable immediately terminating, a person who refuses to submit to background checks as required by this Section.

d. **Non Solicitation**. Owner and Manager agree that during the term hereof and for a period of one (1) year thereafter, each will not, directly or indirectly, for itself, or as agent, or on behalf of or in conjunction with any other person, firm, partnership, corporation or other entity, induce or entice any employee or contractor of the other or its affiliates to leave such employment or contract or cause anyone else to do so.

e. **General**. The Manager shall be solely responsible for all compensation, benefits, insurance and rights of Manager's employees during the course of or arising or accruing as a result of any employment, whether past or present, with the Manager, as well as all legal costs including attorneys' fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. Accordingly, the Owner shall have no duty whatsoever for the payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits under § 34-9-1, et seq., Official Code of Georgia Annotated (O.C.G.A.) or any other benefits or amenities of employment to any of the Manager's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

f. **Drug-Free Workplace Act**. The Manager shall comply with the provisions of O.C.G.A.§ 50-24-1 through 50-24-6 , relating to the "Drug-Free Workplace Act" and shall execute a certification in the form of Exhibit “B”, incorporated herein by reference.

g. **Georgia Security and Immigration Compliance Act.** The Manager shall comply with all requirements of the Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A. §§ 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia and shall execute a certification in the form of Exhibit “C”, incorporated herein by reference.

h. **Employee Records.** All documentation relating to Manager employee background checks, Drug-Free Workplace Act compliance and Georgia Security and Immigration Compliance Act compliance shall be maintained in employee personnel records. This includes documentation requested and received from states other than Georgia.

i. **Equal Employment Opportunity**.

i. During performance of this Agreement, Manager shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

ii. Manager shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Manager's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

iii. Manager will, in all solicitations or advertisements for employees placed by, or on behalf of Manager related to this Agreement, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

iv. Manager will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **Parking Rates**. Parking Rates shall be approved by Owner and attached as Exhibit "D". Any changes to parking rates shall be approved by Owner.

8. **Maintenance**. Manager's employees shall remove trash, broken glass and other debris from the Premises and dispose in a dumpster provided by Owner on the Premises. Owner understands and agrees that Manager is not responsible for maintaining the physical parking structure, pavement, asphalt, structural integrity and other physical aspects of the facility. Notwithstanding the foregoing, Manager shall report to Owner any damage, condition, situation or thing on the Premises of which Manager becomes aware that may be dangerous to the safety of visitors to the Premises.

9. **Definitions**. In this Agreement:

a. "Gross Revenue" means all revenue, whether hourly, daily or monthly, collected by the Owner or Manager in connection with the operation of the Premises, including the value of all discounted, validated and free parking granted by Owner from the parking of vehicles in the Premises, as well as income from vending machines, pay telephone commissions, and other income approved by Owner, but excluding Taxes and credit card fees or other similar charges payable to third parties. Any Gross Revenue collected directly by Owner shall be accurately reported to Manager.

b. "Taxes" means all transaction value, sales and any other taxes, rates, charges or assessments levied, rated, charged or assessed or required to be collected or paid (or both collected and paid) in the operation of the Premises.

c. "Operating Expenses" means all of the labor, insurance, supplies and other expenses associated with the operation of a parking service on the Premises, which includes any expenses, whether or not budgeted, which occur beyond the reasonable control of Manager with Owner's prior consent. Such expenses may include only reimbursements of actual, direct and approved budgeted expenses paid by Manager to unrelated persons (excluding any owner of Manager) with respect to the Services and reasonable related overhead expenses of Manager.

d. "Net Operating Surplus" means Gross Revenues minus Operating Expenses, Taxes, Management Fee, and the Incentive Management Fee, as hereinafter defined.

10. **Management Fees**. (a) Manager agrees to provide Owner the Services set forth herein for a management fee equal to Four Thousand Five Hundred Dollars ($4,500.00) per month ("Base Management Fee").

(b) In addition to the Base Management Fee, Manager shall be paid an "Incentive Management Fee," which shall be determined and mutually agreed upon in good faith between the parties following the first six (6) months of full operation. The Incentive Management Fee shall be calculated on a calendar year basis and pro-rated on a daily basis for any partial calendar year during the term hereof, and shall be payable on or before January 30th of each year for the preceding calendar year, with the first Incentive Management Fee being due on or before June 30, 2019. Notwithstanding the foregoing, any Incentive Management Fee hereunder shall comply with all applicable federal, state and local laws including without limitation any regulations or restrictions relating to the tax free bond financing for the Premises. For the avoidance of doubt, any Incentive Management Fee shall not be determined, in whole or part, by reference to the Net Operating Surplus or the net profits of the Premises. Owner may determine in its sole discretion not to pay or otherwise agree to any Incentive Management Fee unless it shall have received the unqualified opinion of bond counsel to the effect that said Incentive Management Fee will not adversely affect, without more, any exclusion from gross income of any obligations the proceeds of which were used in whole or part to finance the Premises.

11. **Deposit of Gross Revenue**. Manager shall deposit the Gross Revenue daily into its bank account and deduct the Management Fee, Operating Expenses, Taxes and Incentive Management Fee from the operation of the Premises. For the avoidance of doubt, Manager is not authorized to deduct any amount with respect to any Incentive Management Fee without the express written permission of Owner.

12. **Reporting Requirements and Payment of Net Operating Surplus**. On or before the 20th day of each month, Manager will give Owner a statement for the preceding calendar month setting out the Gross Revenue, Management Fee, Operating Expenses, and Taxes for such month, and the Incentive Management Fee for the statement provided in January of each year (the "Statement"), together with:

a. **Check**. A check for the Net Operating Surplus from the Premises for such month after deduction of the Management Fee, Operating Expenses, Taxes and Incentive Management Fee;

b. **Invoice**. An invoice for any deficiency. Owner shall pay such deficiency within ten (10) days after receipt of Manager's invoice. Notwithstanding the foregoing, within said ten (10) day period, Owner may request reasonably available additional documentation from Manager to support any disputed Operating Expenses. Such request shall toll the aforementioned ten (10) day period until such supporting documentation is provided to Owner.

13. **Capital Improvements. Intentionally Omitted.**

14. **Indemnification and Limitation of Liability.**

a. **Owner Indemnification**. To the extent allowable by law, Owner hereby indemnifies and defends, protects and holds each of Manager, any direct or indirect officer, director, manager, partner, shareholder, trustee, beneficiary, owner, employee, agent or representative of Manager (collectively, the "Manager Indemnified Parties") harmless from and against all claim, liability, loss expense or damage (including reasonable attorney's fee) actually suffered or incurred by such Manager Indemnified Parties that arises out of or relates to any gross negligence, willful misconduct, fraud or uncured material breach of this Agreement by any Owner Indemnified Parties (as hereinafter defined).

b. **Manager Indemnification**. Manager hereby indemnifies and defends, protects and holds each of Owner, any direct or indirect officer, director, manager, partner, shareholder, trustee, beneficiary, owner, employee, agent or representative of Owner (collectively, the "Owner Indemnified Parties") harmless from and against all claims, liability, loss expense or damage (including reasonable attorney's fee) actually suffered or incurred by such Owner Indemnified Parties that arises out of or relates to any gross negligence, willful misconduct, fraud or uncured material breach of this Agreement by any Manager Indemnified Parties (as hereinafter defined).

c. **Limitation of Liability for Infringement**. For purposes of clarification and notwithstanding anything to the contrary provided under this Agreement, Owner acknowledges and agrees that Manager shall not be liable to Owner or any third party, and has no obligation to defend, indemnify or hold harmless Owner or any of its employees, agents or subcontractors, for damages arising out of or resulting from or in any way related to any claim or allegation that any equipment, device or technology, provided by Owner or a third party, or the use or operation of that equipment, device or technology at the Premises or in the provision of services, infringes upon or misappropriates the patent, copyright, trademark, trade secret rights or other intellectual property or proprietary rights of a third party.

15. **Manager Covenant.** The Manager affirms that neither it nor any of its members or affiliates is entitled to any tax benefits related to ownership or use of the Premises, including, without limitation, any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the Premises. Manager covenants not to take any tax position that is inconsistent with the foregoing or suffer any member or affiliate of Manager to do so.

16. **Confidentiality.** Each party agrees to preserve as strictly confidential all confidential information of the other party and each party has an obligation to the other party's confidential information that constitutes trade secrets pursuant to applicable laws will continue for so long as such confidential information continues to constitute a trade secret under applicable laws. Each Party agrees to hold the confidential information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement. The foregoing section is subject to and superseded by all applicable federal, state and local laws, including without limitation the Georgia Open Records Act, codified at O.C.G.A. 50-18-70, et al.

17. **Contamination**. ***Manager shall not be liable in any manner whatsoever for any soil contamination, if any, now or in the future on the Premises unless said contamination is directly or negligently caused by Manager, Manager's employees, agents or subcontractors. To the extent allowable by law, Owner agrees to defend, indemnify and hold Manager harmless from and against any and all actions, costs, claims, losses, expenses and/or damages arising in connection with any such contamination. Further, Manager shall not be liable for any structural faults or defects in the Premises or actions that result therefrom.***

18. **Insurance**. Prior to the commencement of this Agreement and at all times during the term hereof, Manager agrees to maintain at its sole cost and expense, including any deductibles or retentions, such insurance as will fully protect it and Owner, its appointed and elected officials, departments, agencies, boards,

commissions, its officers, agents, employees and volunteers from incidents, accidents and claims for personal injury, bodily injury, and property damage which may arise from or in connection with the performance of the work under this Agreement, whether such services and work are performed by the Manager, its agents, representatives, employees, or by any subcontractor or any tier directly employed or retained by either. The following are the minimum insurance coverage and limits that the Manager must maintain. If the Manager maintains broader coverage than the minimums shown below, Owner requires and shall be entitled to all coverage and for higher limits maintained by the Manager. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Owner. Insurers must be financially sound and reputable insurers with an AM Best Rating of at least- A-X..

a. **Manager's Insurance**. Manager agrees to carry the following insurance with limits not less than those set forth below and to name Owner as an additional insured on all such policies as applicable:

   i. **Workers' Compensation & Employer's Liability**. Workers' Compensation & Employer's Liability insurance in compliance with the Worker's Compensation Act wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than $1,000,000 per accident for bodily injury or disease..

   ii. **General Liability**. Comprehensive General Liability insurance including contractual liability insurance, products and completed operations, personal injury, bodily injury, property damage and advertising injury, and any other type of liability for which this Contract applies with limits of not less than $1,000,000 per occurrence with an annual aggregate limit $2,000,000 per location. Liability Insurance shall be written on an "occurrence" form.

   iii. **Garage Keeper's Legal Liability**. Garage keeper's legal liability insurance insuring any and all automobiles that are parked at the Premises by Manager's attendants or for which bailment otherwise is created, with limits of liability not less than $1,000,000 per occurrence with an annual aggregate limit of $2,000,000 per location.

   iv. **Automobile Liability**. Automobile liability insurance covering losses for owned, non-owned or hired vehicles including comprehensive and collision coverage with a limit of not less than $2,000,000 per occurrence.

   v. **Umbrella Liability**. Umbrella liability insurance with an annual aggregate limit of not less than $5,000,000 which policy shall include, without limitation, coverage of liability for matters insured against by the policy described in this Section.

b. **Owner's Insurance**. Owner shall obtain and maintain fire and extended coverage insurance covering the Premises and personal property contained therein.

c. **Endorsements**. The aforementioned insurance policies shall contain or be endorsed to contain the following provisions, and a copy of these endorsements shall be provided to Owner.
   i. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least forty-five (45) days prior written notice to Owner.
   ii. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of Owner.

iii. Commercial General Liability, Automobile Liability, Garagekeeper's and Umbrella Liability naming Owner shall include appropriate endorsements making them Additional Insureds under such policies.

d. **Certificates of Insurance and Verification of Insurance Coverage**. Manager shall furnish Owner with original Certificates of Insurance, Additional Insured, Waiver of Subrogation, and Amendatory Endorsements. All certificates and endorsements are to be received and approved by Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Manager's obligation to provide them. Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

e. **Non-Limitation on the Manager's Liability.** The obligations for the Manager to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Manager whether or not same is covered by insurance.

f. **Subcontractors**. Manager shall require and verify that all subcontractors maintain insurance and coverage requirements meeting all the requirements stated herein.

g. **Waiver of Subrogation**. The parties, on behalf of themselves and all others claiming under them, including any insurer, waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property (including, but not limited to, the Premises) arising from fire, smoke damage, windstorm, hail, vandalism, theft, malicious mischief and any of the other perils normally insured against in an "all risk" of physical loss policy, regardless of whether insurance against those perils is in effect with respect to such party's property and regardless of the negligence of either party. If either party so requests, the other party shall obtain from its insurer a written waiver of all rights of subrogation that it may have against the other party.

19. **Books and Records.** Manager shall keep in accordance with generally accepted accounting procedures books of account and records that properly reflect the Gross Revenue and expenses. These books and records may be kept at Manager's place of business, but shall be open for inspection upon ten (10) days prior notice by Owner or its duly authorized representative at the Premises within three years after the expiration of each year; provided, however notwithstanding any other provision of this Agreement to the contrary, Owner shall have no right to contest any past records more than twelve (12) months following the completion of any year during the term of this Agreement, provided that Owner knew or should have known of the reason for contestation of said record during the aforementioned twelve (12) month period and such lack of knowledge was not due to any concealment on behalf of Manager. The foregoing section is subject to and superseded by all applicable federal, state and local laws, including without limitation the Georgia Open Records Act, codified at O.C.G.A. 50-18-70, et al.

20. **Audit**. Manager will provide to Owner, and any Person designated by Owner, access to Manager's personnel and to Manager's operating facilities for the purpose of performing audits and inspections of Manager's operation, Manager's personnel and/or any of the relevant information relating to the Services being performed under this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of charges and invoices; (b) examine Manager's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by Owner.

21. **Record Retention**. Manager shall retain record of financial transactions for a period of no less than seven (7) years following said transaction. Further, Manager shall retain all inspection records for a period of no less than eleven (11) years following said inspection. After expiration or termination of this Agreement, Manager shall provide Owner with copies of records of all financial transactions related to this Agreement,

including records of the periodic amounts of Gross Revenues received and of the Operating Expenses, and will continue to retain all financial transaction and inspection records until such record has been retained for a total of no less than seven (7) years for each financial transaction or no less than eleven (11) years for each inspection report. This provision shall survive expiration or termination of the Agreement.

22. **Security.** Owner expressly acknowledges that the Manager's obligations in connection with the management, operation and promotion of the premises and employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within and about the Premises. Manager does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Manager's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. Owner shall determine, at Owner's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Premises. To the extent allowable by law, Owner further agrees to indemnify and to hold harmless Manager from and against any claims, demands, suits, liabilities, or judgments arising from Manager's alleged failure to guard or to protect persons in or about the Premises from and against intentional threats, harm, or injury, except for such threats, harm or injury committed by Manager or Manager's employees.

23. **PCI-Security Compliance.** Owner represents and warrants to Manager that anytime Owner requires Manager to operate Owner's revenue control equipment and all related hosting and other systems servicing the Premises (collectively, the "**Systems**") shall be at all times during this Agreement compliant with the then-prevailing industry standards governing the storing, handling, processing and transmission of personal and financial information (the "**Information**"), including, but not limited to, Payment Card Industry Data Security Standards (PCI-DSS) (collectively, the "**Standards**").

    a. **Remedies for Non-Compliance**. If, for any reason and at any time, the Systems or any portion thereof are not compliant with the Standards, Owner, at its expense, shall promptly take all steps necessary (i) to bring the Systems into compliance with the Standards and (ii) notify Manager in writing of such non-compliance. If, at any time, Owner determines or receives written notice that there has been an unauthorized release of the Information, Owner shall notify Manager in writing of the release within three (3) days following its learning of the unauthorized release.

    b. **Indemnification for Non-Compliance**. To the extent allowable by law, Owner agrees to indemnify and hold harmless Manager from and against all losses, claims, damages or other injury incurred by, imposed upon, brought or asserted against Manager arising from non-compliance with the Standards or unauthorized release of the Information, and waives any and all claims it may have against Manager for any adverse impact upon Gross Revenue arising therefrom, unless such losses, claims, damages or other injury are a direct result of Manager's gross negligence, willful misconduct or material breach of this Agreement. Owner shall provide Manager with a certificate of attestation of compliance of the Systems with the Standards from the Owner's Qualified Security Assessor on an annual basis, or upon request, if so requested by Manager.

24. **Specified Provisions:**

    a. **Non-Waiver**. No failure of Manager or Owner to exercise any power given to the respective party hereunder, or to insist upon strict compliance by Manager or Owner of its obligation herein, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the term hereof.

b. **Construction and Enforceability**. This Agreement has been fully negotiated between two sophisticated parties and shall be construed without regard to any presumption or rule of law or equity regarding construction of this Agreement against the party causing this Agreement to be drafted or prepared. If any clause or provision of this Agreement is illegal, invalid or unenforceable under applicable present or future laws or regulations effective during the term of this Agreement, the remainder of this Agreement shall not be affected.

c. **Blue Pencil**. In lieu of each clause or provision of this Agreement which is illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

d. **Successors and Assigns**. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable and binding upon their respective heirs, personal representatives, successors and to their respective assigns.

e. **Plurality of Owner and Manager**. Whenever the term "Owner" and "Manager" are used herein, they shall be taken to include all persons signing this Agreement as Owner and Manager, respectively, their heirs, devisees, personal representatives, successors and assigns.

f. **OFAC Compliance**. Each party to this Agreement represents and warrants to the other (i) that neither it nor any person or entity that directly or indirectly owns any interest in it nor any of its officers, directors or managing members is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset control ("OFAC") of the U. S. Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (ii) that its activities do not violate the International Money Laundering Abatement and Financial Anti• Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) that throughout the term of this Agreement, it shall comply with the Executive Order and with the Money Laundering Act.

g. **Force Majeure**. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event.

25. **Assignment.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any person without the express prior written consent of the other party; provided, however, that either party may, without the consent of the other, assign this Agreement, its rights, and obligations hereunder to an Affiliate, or in connection with the transfer or sale of all or substantially all of its business related to this Agreement , or in the event of its merger, consolidation, change in control or similar transaction. For purposes of this section, Affiliate shall mean any entity that is controlled by such party, or is under common control with such party.

26. **Governing Law.** This Agreement shall be governed by, construed under, interpreted, and enforced in accordance with the laws of the State of Georgia.

27. **Notices**: All communications and notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the recipient, by registered or certified mail with return receipt requested, postage prepaid or such other address as either party may designate by notice to the other.

MANAGER: Bijan Eghtedari, President
Lanier Parking Meter Services, LLC
Harris Tower, Suite 2600
233 Peachtree Street NE
Atlanta, Georgia 30303

OWNER: John McDonough, General Manager
City of Sandy Springs Public Facilities Authority
1 Galambos Way
Sandy Springs, GA 30328

28. **Severability:** If any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, it shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall continue in full force and effect.

29. **Entire Agreement**: Parties acknowledges that this Agreement comprise the entire understanding and agreement between the parties regarding the services and supersedes all prior written and oral agreements or other communications between the parties regarding the Services.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

MANAGER:

Lanier Parking Meter Services, LLC

By: ________________________
Print Name: Bijan Eghtedari
Print Title: President
Date: _________________________

OWNER:

City of Sandy Springs Public Facilities Authority

By: ______________________________
Print Name: ________________________
Print Title: ________________________
Date: _____________________________

EXHIBIT "A"
SCOPE OF WORK

Manager to manage all facets of the parking operations at City Springs including:

- Retail
  - Guest self-parking (garage and on-street)
  - Employee monthly/card-access self-parking
  - Guest valet parking
  - Retail events (depending on size and nature of event – costs to be allocated accordingly)
  - Self-parking and valet Validations (for guests of retail tenants)

- City
  - Employee monthly/card-access self-parking
  - Visitor self-parking (garage and on-street)
  - Visitor valet parking
  - Self-Parking and valet validations (for guests of City)

- Event
  - Event traffic control management
  - Wayfinding
  - Self-Parking/Valet
  - Space count monitoring and management

- Technology
  - Manage and maintain various technologies and applications (PARCS, parking guidance, multi-space meters)

- Maintenance
  - Assist the City with the cleanliness of all parking areas
  - Report to the City any repairs needed through the parking areas

- Enforcement
  - Assist the City with enforcement of parking violations

EXHIBIT "B"
CERTIFICATION OF CONTRACTOR - DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of Lanier Parking Meter Services, LLC ("Contractor"), whose address is ____, _________________, ____________________ _______, and I further certify that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _________________________________ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: ___________________ Signature: ____

Title: ____

EXHIBIT "C"
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT CERTIFICATION

I hereby certify that I am a principle and duly authorized representative of ____, ("Contractor"), whose address is ____, _________________________, __________________ _______.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at http://www.dol.state.ga.us, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at https://www.vis-dhs.com/EmployerRegistration, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

Contractor has:

____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at http://www.dol.state.ga.us.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: ____________________ Signature: ______________________________________

Title: ______________________________________

EXHIBIT "D"
PARKING RATES

Self-Parking Rate Structure

- **0-2 hrs:** FREE (with validation preferred)
- **2-3 hrs:** $4.00
- **3-4 hrs:** $6.00
- **4-5 hrs:** $8.00
- **5-8 hrs:** $10.00
- **8-24 hrs:** $18.00
- **Lost Ticket:** $24.00*
- **Event Parking:** $10 up to 24 hours

On-Street Rate Structure

- 0 – 30 Minutes: $1.00
- 31 – 60 Minutes: $2.00
- 61 – 90 Minutes (MAX): $4.00

Complimentary Parking

- Allow for complimentary parking along Mt. Vernon Highway 2pm – 5pm for families to bring their kids to enjoy the park without incurring parking costs
- On Saturdays until noon (in deck only)

Valet Proposed Rate Structure

- 0 – 4 Hours: $7.00
- 4 – 6 Hours: $14.00
- 6 – 24 Hours: $28.00
- EVENT: $20 up to 8 Hours

SANDY SPRINGS
GEORGIA

TO: John McDonough, General Manager of the City of Sandy Springs Public Facilities Authority

FROM: James E. Tolbert, Assistant City Manager

DATE: June 12, 2018 for Submission onto the June 19, 2018 Public Facilities Authority Meeting Agenda

ITEM: A Resolution to Approve a Parking Space License Agreement with the Sandy Springs United Methodist Church for weekend parking for events at City Springs

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Recommendation:

The General Manager and City staff recommend approval of the attached resolution and Parking Space License Agreement ("Agreement") by and between the Sandy Springs United Methodist Church, Inc. ("Church") and the City of Sandy Springs Public Facilities Authority ("PFA").

Background:

Staff is concerned that there may be a need for overflow parking when large or multiple events are held at City Springs. To alleviate this concern, the Church and the PFA have agreed to the terms of the attached proposed Agreement for parking on Friday and Saturday nights on Church property.

Discussion:

This parking will be managed by the parking management contract for City Springs, Lanier Parking Meter Services, LLC ("Lanier"). For the use of up to 250 spaces on Friday or Saturday night the PFA will pay the Church a retainer of $1,000 per month. Parking space rental will be $4 per space for any spaces used in a month, but the first 250 each month will be credited against the retainer. Lanier will manage the use of the lot and will insure that it is clean when the use is complete.

Alternative:

The PFA could look for another lot to use for overflow parking needs.

Attachments:

Resolution with attached Agreement.

RESOLUTION NO. 2018-__-_____

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION OF THE MEMBERS OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY TO APPROVE A CERTAIN PARKING SPACE LICENSE AGREEMENT WITH THE SANDY SPRINGS UNITED METHODIST CHURCH, INC. FOR OVERFLOW PARKING AT CITY SPRINGS

WHEREAS, the City of Sandy Springs Public Facilities Authority ("PFA") has recently completed construction of a mixed-use development on a fourteen (14) acre site incorporating a government building, performing arts center, greenspace, dining, residential living, and amenity retail and entertainment options for the benefit of the general public, known as "City Springs"; and

WHEREAS, City Springs is located at 1 Galambos Way, Sandy Springs, Georgia 30328, and includes a limited amount of underground parking and on-street parking facilities; and

WHEREAS, the Sandy Springs United Methodist Church, Inc. ("Church") owns certain property and facilities directly across from City Springs at 86 Mount Vernon Highway NE, Sandy Springs, Georgia 30328 ("Property"), including four hundred fifty (450) parking spaces located on such Property ("Parking Spaces"), as described in the attached Parking Space License Agreement ("Agreement"); and

WHEREAS, the PFA anticipates that events at City Springs will attract a substantial amount of interest and that its parking capabilities may be insufficient from time to time to accommodate such events; and

WHEREAS, the Church has agreed to grant the PFA a license for the exclusive use of the Parking Spaces by employees, contractors, customers and invitees of the PFA on certain days and at rates established in the attached Agreement; and

WHEREAS, the PFA and the Church desire to enter into the attached Agreement in order to set forth the terms and conditions under which the PFA may utilize the Parking Spaces;

NOW, THEREFORE, BE IT RESOLVED by the members of the City of Sandy Springs Public Facilities Authority, while in session on June 19, 2018 at 6:00 p.m., that:

1. The attached Agreement is hereby approved; and

2. The General Manager and the attorney for the PFA are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED, this the 19th day of June, 2018.

Approved:

____
Russell K. Paul, Chairperson

Attest:

____
Michael Casey, Secretary

(SEAL)

PARKING SPACE LICENSE AGREEMENT

THIS PARKING SPACE LICENSE AGREEMENT ("Agreement") by and between Sandy Springs United Methodist Church, Inc. ("Licensor"), a non-profit corporation created and existing pursuant to the laws of the State of Georgia, and the City of Sandy Springs Public Facilities Authority ("Licensee"), a political subdivision existing under and pursuant to the laws of the State of Georgia.

WITNESSETH:

WHEREAS, Licensee has recently completed construction of a development on a fourteen (14) acre site incorporating a mixed-use development including a government building, performing arts center, greenspace, dining, residential living, and amenity retail and entertainment options for the benefit of the general public, known as "City Springs"; and

WHEREAS, City Springs is located at 1 Galambos Way, Sandy Springs, Georgia 30328, and includes a limited amount of underground parking and on-street parking facilities; and

WHEREAS, Licensor owns certain property and facilities directly across from City Springs at 86 Mount Vernon Highway NE, Sandy Springs, Georgia 30328 ("Property"), including four hundred fifty (450) parking spaces located on such Property as depicted on Exhibit "A" attached hereto ("Parking Spaces"); and

WHEREAS, Licensee anticipates that events at City Springs will attract a substantial amount of interest and that its parking capabilities may be insufficient from time to time to accommodate such events; and

WHEREAS, Licensor has agreed to grant Licensee a license for the exclusive use of the Parking Spaces by employees, contractors, customers and invitees of Licensee (together, "Invitees") on certain days and at rates established in this Agreement; and

WHEREAS, Licensor and Licensee desire to enter into this Agreement in order to set forth the terms and conditions under which Licensee may utilize the Parking Spaces;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the parties hereto agree as follows:

A. LICENSE AND AUTHORITY

1. License. Licensor hereby grants Licensee a revocable license for the exclusive use by Licensee and Invitees of a monthly minimum of two hundred fifty (250) of the Parking Spaces depicted on Exhibit "A" attached hereto ("Minimum Parking Spaces), on all Fridays and Saturdays during the term of this Agreement between the hours of 4:00 PM and midnight ("License"), unless adjusted as hereinafter provided.

Licensor reserves the right to adjust Parking Space availability based on church-related activities conducted by Licensor on the Property that may conflict with the License granted above. In such event, Licensor agrees to provide Licensee with at least forty-eight (48) hours' advance notice, by telephone, e-mail or otherwise in writing, of the adjustment to allow Licensee adequate time to make other arrangements for parking. In the event Licensor adjusts Licensee's usage so that Licensee is unable to use the required Minimum Parking Spaces, the amount paid by Licensee shall be adjusted in accordance with the provisions of Section B of this Agreement.

2. Licensor Members Attending Licensee Events. Any church member of Licensor in good standing with Licensor ("Church Member") who attends a Licensee event at City Springs may park in a Parking Space without charge for that event; provided, however, such Church Member shall request and obtain a parking pass ("Parking Pass") from Licensor's business office to park in a Parking Space for the event, shall show the Parking Pass to the parking attendant to obtain entry to the Parking Space, and shall place such pass on the dashboard of the vehicle parked in the Parking Space for the event. A Church Member attempting to park in a Parking Space for a Licensee event at City Springs without a Parking Pass shall be required to pay the applicable parking fee for the event. Any use of a Parking Space by a Church Member as provided in this paragraph shall not be counted as a Parking Space used by Licensee under this Agreement.

3. Authority. Licensor hereby represents that it owns the Property in fee simple and that it has the power and authority to grant the License as set forth above. Licensor further represents that it has the full right, power, and authority to enter into this Agreement and each agreement, document, and instrument to be executed and delivered by Licensor pursuant to this Agreement and to carry out the transactions contemplated hereby and thereby. No waiver or consent of any person is required in connection with the execution, delivery, and performance by Licensor of this Agreement and each agreement, document, and instrument to be executed and delivered by Licensor pursuant to this Agreement.

B. COMPENSATION

1. Monthly Retainer. For the use of the Minimum Parking Spaces, as defined in Section A.1 of this Agreement, Licensee agrees to pay Licensor a retainer in the amount of One Thousand Dollars ($1,000.00) per month during the term of the Agreement. This retainer is calculated on the basis of Four Dollars ($4.00) per space for two hundred fifty (250) Parking Spaces per month. Each monthly payment shall be payable in advance prior to the tenth (10th) day of the month.

2. Use of Additional Parking Spaces. If Licensee uses more than the Minimum Parking Spaces in any given month, Licensee shall pay an additional cost calculated on the basis of Four Dollars ($4.00) per additional Parking Space used by Licensee. Such amount shall be included in the next monthly retainer payment described in Section B.1 above.

3. Licensor's Adjustments on Use. If Licensor deems it necessary to adjust Licensee's monthly usage below the required Minimum Parking Spaces, as described in Section A.1 of this Agreement, Licensee shall adjust the amount of retainer to be paid for the following month by crediting Four Dollars ($4.00) per space for the number of spaces disallowed for use by Licensee below the Minimum Parking Spaces.

4. Calculation of Licensee's Use of Parking Spaces. Licensor agrees that Licensee or its designee shall determine the monthly cost for use of the Parking Spaces, as described in paragraphs 1, 2 and 3 above, for invoicing purposes. Licensee or its designee shall document such usage as required by Section E.5 of this Agreement.

C. TERM OF AGREEMENT; TERMINATION

Subject to any provisions of this Agreement relating to earlier termination, this Agreement shall be effective for an initial term commencing at midnight on September 1, 2018, and terminating at midnight on June 30, 2019. Thereafter, the Agreement shall renew automatically for successive terms of twelve (12) months each commencing at midnight on June 30 and terminating at midnight on June 30 in each renewal year, unless:

1. Non-Renewal. Either party delivers written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then existing term.

2. Termination for Convenience. Either party terminates this Agreement with or without cause upon at least sixty (60) days written notice.

If written notice of non-renewal or termination of this Agreement is given in accordance herewith, this Agreement will terminate pursuant to such notice.

D. DEFAULT

Any failure or refusal on the part of either party hereto to observe, comply with, or otherwise fulfill or satisfy any of its requirements or obligations hereunder within thirty (30) days of a default, following the mailing to the defaulting party by the non-defaulting party, certified mail, postage prepaid, return receipt requested, of written notice thereof, shall be deemed an event of default hereunder, whereupon the non-defaulting party may immediately terminate this Agreement upon written notice to the defaulting party.

E. LICENSEE RESPONSIBILITIES

1. Security. Licensee shall be responsible for providing site security and adequate staff to ensure that Invitees park only in the Parking Spaces designated in Exhibit “A” attached hereto during the days and times granted by the License. Any vehicle parked in the Parking Spaces pursuant to this Agreement is parked at the risk of Licensee. Licensor is not responsible or liable for any loss or damage to vehicles, their contents or owners. Licensee and any persons accessing the Property pursuant to this Agreement assume full responsibility for any personal injuries that may occur while a vehicle is present in the Parking Spaces, unless such injuries are due to the negligence of Licensor or someone acting on behalf of Licensor.

2. Signage. Licensee shall arrange for signs to be placed at designated locations on the Property indicating that the Parking Spaces are reserved for use by Licensee on Fridays and Saturdays from 4:00 PM to midnight.

3. Maintenance. Licensee shall remove litter and trash from the Parking Spaces as and when used by Licensee pursuant to the License granted by this Agreement, making sure that the Parking Spaces used by Licensee are returned to the condition they were in prior to Licensee’s usage.

4. Damage to Property. Licensee shall reimburse Licensor for the cost of repair for any damage to the Parking Spaces caused by the Licensee or Invitees during the term of this Agreement, other than normal wear and tear; provided, however, that Licensor shall provide Licensee with documentation of such damage as may be required by Licensee’s finance director.

5. Calculating Licensee Use. Licensee, or its designee, shall be responsible for tracking and documenting use of the Parking Spaces by Licensee during the term of this Agreement in a transparent and comprehensive manner. Licensee, or its designee, shall provide such documentation to Licensor upon written request.

F. LICENSOR RESPONSIBILITIES

1. Maintenance. Licensor shall be responsible for all regular maintenance of the Parking Spaces.

2. Damage to Property. Licensor shall notify Licensee immediately upon discovery of any damage for which it expects reimbursement by Licensee as the result of use of Parking Spaces pursuant to this Agreement.

G. MISCELLANEOUS PROVISIONS

1. Notices. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be deemed to have been properly given or served (i) when delivered in fact to the other party (and including all individuals that are required to receive copies), or (ii) three (3) days after deposited in the United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out below or at such other addresses as are specified by written notice so given in accordance herewith, or (iii) the day after deposited with Federal Express or other similar overnight delivery service, delivery fee prepaid and sent for next day delivery addressed to the appropriate party at the addresses set out below or at such other addresses as are specified by written notice so given in accordance herewith:

To Licensee: City of Sandy Springs Public Facilities Authority
1 Galambos Way
Sandy Springs, Georgia 30328
Attention: General Manager

with a copy to: City of Sandy Springs Public Facilities Authority
1 Galambos Way
Sandy Springs, Georgia 30328
Attention: Attorney

To Licensor: Sandy Springs United Methodist Church, Inc.
86 Mount Vernon Highway NE
Sandy Springs, Georgia 30328
Attention: Director of Activities Center and Community Outreach

2. Entire Agreement. This Agreement, including the Exhibits hereto, represents the entire understanding between Licensor and Licensee with respect to the subject matter hereof and supersedes all other written or oral agreements heretofore made by or on behalf of Licensor and Licensee with respect to or relating to the subject matter hereof. This Agreement may be modified only by an agreement in writing signed by the authorized representatives of the parties hereto.

3. Successors and Assigns. All rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Assignment. This Agreement and the License created hereby may be assigned by Licensee to the parking manager for City Springs without notice to or the approval of Licensor. No other assignment of the License is permitted by either party without the prior written approval of the other party.

5. Governing Law. This Agreement shall be governed by the laws of the State of Georgia without giving effect to its conflict of law principles. each party expressly consents and submits to jurisdiction in the federal or state courts located in Georgia.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

7. Severability. If any provision of this Agreement is declared invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

8. Interpretation. This Agreement shall be fairly interpreted in accordance with its terms and conditions; no term or condition of this Agreement shall be strictly interpreted in favor or against either party to this Agreement.

9. No Waiver. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising or partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, this _________ day of ___________________, 2018.

Attest:	**CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY**
_______________________________	_______________________________________
Michael Casey, Secretary	John McDonough, General Manager

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

SANDY SPRINGS UNITED METHODIST CHURCH, INC.

____

Name: ______________________________

Title: ______________________________

Approved as to form:

____

City Attorney

EXHIBIT "A"

LOCATION OF PARKING SPACES

The Parking Spaces are located at the Sandy Springs United Methodist Church Activities Center, 6150 Sandy Springs Circle, Sandy Springs, Georgia 30328.

[Depiction to be inserted]