



PUBLIC FACILITIES AUTHORITY

Rusty Paul, Chairperson

John Paulson
Steve Soteres
Chris Burnett
Jody Reichel
Tibby DeJulio
Andy Bauman

Tuesday, July 17, 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 – Christian Van, North Springs United Methodist Church

1. **PFA18-55** **CALL TO ORDER** – Chairperson Rusty Paul
2. **PFA18-56** **ROLL CALL** – Secretary Michael Casey
3. **PFA18-57** **APPROVAL OF MEETING AGENDA**
4. **PFA18-58** Approval of the June 19, 2018 Public Facilities Authority Meeting Minutes
5. **PFA18-59** Resolution to Increase the Guaranteed Maximum Price for Construction of the City Springs Project, as Established by Change Order #21 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 #21)
(Presented by John McDonough, General Manager)
6. **PFA18-60** A Resolution to Approve a Parking Space License Agreement with the Sandy Springs Commerce Building, LLC for weekend parking for events at City Springs
(Presented by Jim Tolbert, Assistant City Manager)
7. **PFA18-61** **ADJOURNMENT**

City Springs Update

July 17, 2018



SANDY SPRINGS
GEORGIA



Budget and Cost

- Approval of Change Order 21
- Review of pending items

Project Revenues

Funding Sources	Total Budget	Funded through 5/31/2018	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	\$724,874	\$25,126
	\$229,212,000	\$226,242,686	\$2,969,314

Project Expenditures

Cost Uses	Total Budget	Funded through 5/31/2018	Balance to Fund
Construction	\$196,571,762	\$174,990,323	\$21,581,439
Consulting	\$17,883,328	\$18,022,986	(\$139,658)
Special Costs	\$10,945,260	\$10,056,836	\$888,424
Owner Contingency	\$3,811,650	\$0	\$3,811,650
	\$229,212,000	\$203,070,145	\$26,141,855

Change Order 21

- Scope/value additions
 - Coordinated lighting at shade structures
 - Roswell Road barrier curb
 - Final restroom building skin requirements
 - Revised public interface glass and counters
 - Add generator system to Building Automation System (BAS) for improved monitoring and control
 - Minor interior revisions
- Transfer of Contingency: \$194,851

Change Order 21

		6/26/2018	7/10/2018
Change Order 21:			
COR-457	RFI 1481 Pop-Up D Drainage Clarification	\$4,484	\$4,571
COR-480A	ASI 113/113.01 Scupper Revisions - Reconciliation	\$3,285	\$3,926
COR-514	RFI #1537 - Shear Wall Additional hand Rails	\$3,424	\$3,424
COR-533	RFI 1569 - S105A Driver Coordination at Shade Structure Piers	\$12,638	\$12,638
COR-551	RFI 1613 - Revisions to Roswell Rd Barrier Curb & Wall	\$12,300	\$12,300
COR-564	RFI 1624 - Horn Strobe Conflicts at PAC Balcony Seating	\$6,190	\$6,190
COR-580	RFI #1643 - Stair C-02 Hand Rail at Radius Wall Confirmation	\$2,346	\$2,346
COR-603	RFI 1674 - Restroom Building North Soffit Detail Clarification	\$27,119	\$27,119
COR-611	PAC Lobby Bar - Media Wall Structure	\$20,000	\$1,984
COR-620	Bulletin 062 - Removal of light fixtures at Conference Level	\$5,883	\$4,468
COR-626	Bulletin 63 - Structure and MEP for Waterwall	\$3,226	\$3,291
COR-628	Bulletin 65 - Lobby Bar Glass Slider: Bi-fold millwork door	\$2,600	\$2,600
COR-637	Public interface changes (assume demo to fin walls)	\$29,891	\$29,891
COR-638	Bulletin 72 - Added Interactive Fountain Drain	\$2,115	\$2,115
COR-648	Bulletin 66 - Dryer Vents	\$4,959	\$5,056

Change Order 21

		6/26/2018	7/10/2018
COR-649	Bulletin 67 - Studio Theater Guardrail (offset with Acoustic/ Theater changes)	\$2,827	\$2,827
COR-652	Add Generator Monitoring Points to BAS (offset with Owner Changes allowance)	\$26,897	\$27,421
COR-653	RFI 1645 - FM200 System Operational Clarifications	\$8,229	\$8,229
COR-660	Added Transformer for Lighting Panel RC	\$10,222	\$15,744
COR-665	Bulletin 78 - General Corrections at loge and Balcony	\$13,414	\$11,637
COR-667	Bulletin 81 - Ceiling grills at government level	\$3,565	\$2,615
COR-668	Bulletin 83 - PAC SLL Door modifications (offset with Doors/ Frames/ Hardware/ Security allowance)	\$3,102	\$3,162
COR-670	Bond for CO 21		\$1,297

Soft Costs Budget Transfer

- December 2017 - added \$2,000,000 with Budget Amendment
 - Held in Owner Contingency
- April 2018 - Transferred \$707,520 to Consulting
 - \$1,292,480 remaining
- July 2018 – Additional transfer request for \$889,797 to Consulting
 - Extended duration for architect's consultants, architect's additional services
 - \$402,683 remaining

Amended Project Expenditures

Cost Sources	Total Budget	Amended Budget	Budget Change
Construction	\$196,956,955	\$197,151,806	\$194,851
Consulting	\$17,883,328	\$18,773,125	\$889,797
Special Costs	\$10,945,260	\$10,945,260	\$0
Owner Contingency	\$3,426,457	\$2,341,809	(\$1,084,648)
	\$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: July 11, 2018 for Submission on the July 17, 2018 PFA Meeting Agenda

ITEM: RESOLUTION TO INCREASE THE GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION OF THE CITY SPRINGS PROJECT, AS ESTABLISHED BY CHANGE ORDER #21 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.

On June 19, 2018, the PFA approved Change Order #20 which increased the GMP by \$139,900.00, for a new GMP value of \$196,956,955.00.

Holder has now requested approval of Change Order #21 pursuant to the terms of the Contract, which will increase the GMP by \$194,851.00, for a new GMP value of \$197,151,806.00. Such GMP increase is for scope/value additions, including: coordinated lighting at shade structures; Roswell Road barrier curb; final restroom building skin requirements; revised public interface glass and counters; generator system addition to Building Automation System (BAS) for improved monitoring and control; and minor interior revisions.

Change Order #21 does not increase the Contract time.

When Change Order #21 is executed, the increase to the GMP will effectively be added to the Contract. A copy of Change Order #21 is attached to the Resolution.

Recommendation:

Project consultants and the General Manager recommend that the PFA approve an increase to the

GMP value of \$194,851.00, for a new GMP value of \$197,151,806.00, and further recommend that the PFA authorize the General Manager to execute Change Order #21.

Alternative:

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

Attachments:

Resolution with attached Change Order #21.

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: JULY 17, 2018

CHANGE ORDER NUMBER: 21

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.:

-) ASI 113/113.01
-) Bulletin 062
-) Bulletin 063
-) Bulletin 066
-) Bulletin 078
-) Bulletin 081
-) Bulletin 083

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 457, 480A, 514, 533, 551, 564, 580, 603, 611, 620, 626, 628, 637, 638, 648, 649, 652, 653, 660, 665, 667, 668, and 670

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-100, CA-104
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: \$194,851.00

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: \$184,325,253.00

Contract Sum / GMP before this Change Order: \$196,956,955.00

Increase in this Change Order: \$194,851.00

Contract Sum / GMP, as adjusted by this Change Order: \$197,151,806.00

[~~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: _____

**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 #21 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, on June 19, 2018, the PFA approved Change Order #20 which increased the GMP by \$139,900.00, for a new GMP value of \$196,956,955.00; and

WHEREAS, Holder has now requested approval of Change Order #21 pursuant to the terms of the Contract, which will increase the GMP by \$194,851.00, for a new GMP value of \$197,151,806.00; and

WHEREAS, such GMP increase is for scope/value additions, including: coordinated lighting at shade structures; Roswell Road barrier curb; final restroom building skin requirements; revised public interface glass and counters; generator system addition to Building Automation System (BAS) for improved monitoring and control; and minor interior revisions; and

WHEREAS, Change Order #21 does not increase the Contract time; and

WHEREAS, Change Order #21, 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 #21; and

WHEREAS, Project consultants and the General Manager further recommend that the PFA authorize the General Manager to execute the attached Change Order #21; and

WHEREAS, the PFA desires to approve Change Order #21, as recommended, and to authorize the General Manager to execute Change Order #21.

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

RESOLUTION NO. 2018-_____

1. An increase to the GMP of \$194,851.00, for a new GMP value of \$197,151,806.00, is hereby approved; and
2. The attached Change Order #21 is hereby approved; and
3. The General Manager of the PFA is hereby authorized to execute the attached Change Order #21; and
4. The General Manager and the attorney for the PFA are hereby authorized to make such minor revisions to Change Order #21 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 17th day of July, 2018.

Approved:

Russell K. Paul, Chairman

Attest:

Michael D. Casey, Secretary

(Seal)

ATTACHMENT
CHANGE ORDER #21



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

FROM: James E. Tolbert, Assistant City Manager

DATE: July 12, 2018 for Submission onto the July 17, 2018 Public Facilities Authority Meeting Agenda

ITEM: A Resolution to Approve a Parking Space License Agreement with the Sandy Springs Commerce Building, LLC for weekend parking for events at City Springs

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 Commerce Building, LLC ("Commerce Building") 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 Commerce Building and the PFA have agreed to the terms of the attached proposed Agreement for parking on Friday and Saturday nights on Commerce Building property.

Discussion:

Pursuant to the Agreement, the PFA will have the right to use up to 89 parking spaces at the Commerce Building on Saturday or Sunday nights, beginning August 1, for staff, vendors, suppliers and other persons providing a service or product for an event taking place at City Springs. The PFA's use of parking spaces at the Commerce Building will be managed by Lanier Parking Meter Services, LLC ("Lanier"), the parking management contractor for City Springs. The PFA must provide the Commerce Building with at least 30 days' notice of intended use of the parking spaces and will pay \$356.00 for each night it uses parking spaces, regardless of the number of spaces used. Lanier will insure that the Commerce Building property is clean when the PFA's use for each event night is complete.

Alternative:

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

Attachments:

Resolution with attached Agreement.

PARKING SPACE LICENSE AGREEMENT

This Parking Space License Agreement ("Agreement") is made and entered into effective the _____ day of _____, 2018, by and between SANDY SPRINGS COMMERCE BUILDING, LLC, as Licensor ("Licensor"), a Georgia Limited Liability Company, and the CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY, as Licensee ("Licensee"), a political subdivision existing under and pursuant to the laws of the State of Georgia.

WITNESSETH:

WHEREAS, Licensee has completed construction of a development known as City Springs located at 1 Galambos Way, Sandy Springs, Georgia 30328 which is a mixed-use development consisting of a government building, performing arts center, greenspace, dining, residential living, and amenity retail and entertainment options for the benefit of the general public; and

WHEREAS, Licensor owns that certain real property ("Real Property") with an office building thereon known as the Sandy Springs Commerce Building ("Building") and situated at 333 Sandy Springs Circle, N.E., Sandy Springs, Georgia 30328, and the Real Property has ninety-nine (99) parking spaces; and

WHEREAS, City Springs has a limited amount of underground and on-street parking facilities, and Licensee desires to have the right to use parking spaces at the Real Property for its staff and vendors and other parties providing services and products in connection with events in, at and about City Springs; and

WHEREAS, Licensor is agreeable to granting Licensee with certain parking rights at the Real Property in accordance with the terms and conditions contained hereinafter in this Agreement.

NOW THEREFORE:

FOR AND IN CONSIDERATION of the premises and the mutual promises and agreements contained herein, Licensor and Licensee hereby agree as follows:

(1)

LICENSE GRANTED; PARTIES ENTITLED TO USE PARKING SPACES; TIMES WHEN PARKING SPACES MAY BE USED; LICENSEE'S NOTICE OF INTENDED USE

(A) Licensor hereby grants Licensee a revocable license to use all parking spaces at the Real Property with the exception of the ten (10) parking spaces in the rear of the Building situated immediately adjacent to the Building which are excluded from this Agreement and shall remain for the sole and exclusive use by tenants of the Building and persons and parties providing services, equipment or products for the Building. Accordingly, this Agreement shall apply to the

remaining eighty-nine (89) parking spaces (hereinafter referred to as the "Parking Spaces") at the Real Property after excluding the aforementioned ten (10) parking spaces.

(B) The parties entitled to use the Parking Spaces shall be Licensee's staff, vendors, suppliers and other persons and parties providing a service or product for an event taking place in, at and about City Springs sponsored by or authorized by Licensee.

(C) The parking rights granted herein shall exist (and be used) only on a Saturday from 4:00 p.m. until midnight, and on a Sunday from 4:00 p.m. until midnight, and at any other time and date hereafter agreed to by Licensor and Licensee in writing.

(D) Licensee shall give Licensor at least thirty (30) days' prior written notice of any day that Licensee wants to use the Parking Spaces for an event.

(2)

AGREEMENT TERM; TERMINATION RIGHTS OF LICENSOR AND LICENSEE

This Agreement shall be effective for an initial term commencing at midnight on July 31, 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, until terminated by Licensor or Licensee as follows:

(A) Both Licensor and Licensee shall have the right to terminate this Agreement at any time and for any reason by giving the other party hereto at least sixty (60) days' prior written notice of such intention.

(B) 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 the date of receipt of a written notice to the defaulting party by the non-defaulting party specifying the nature of the default, 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.

(C) If a written notice of termination of this Agreement is given in accordance the provisions of this Item 2 and Item 9 herein, then this Agreement will terminate at midnight on the day specified pursuant to such notice.

(3)

RENTAL

Licensor shall pay Licensee rental pursuant to this Agreement in the amount of Three Hundred Fifty-Six and No/100 (\$356.00) Dollars for each day the Parking Spaces are used by

Licensee. Upon notification that Licensee intends to use the Parking Spaces for an event as provided in Section (1)(D) above, Licensor shall send an invoice to Licensee's Finance Director at 1 Galambos Way, Sandy Springs, Georgia 30328. The invoice shall include the applicable dates of Licensee Parking Space use and the amount due to Licensor for such use. The Finance Director may request additional information related to Licensee's Parking Space usage as may be deemed appropriate to approve and process an invoice. Approved invoices shall be paid to Licensor at Suite 111, 333 Sandy Springs Circle N.E., Sandy Springs, Georgia 30328 or at such other place as Licensor may from time to time designate, and are due and payable within ten (10) days of receipt by Licensee.

(4)

USE AND NATURE OF VEHICLES

The Parking Spaces shall be used only for the purpose of parking vehicles, and the type of parking vehicles using the Parking Spaces shall consist only of cars, SUVs, and pickup trucks.

(5)

CONDITION OF REAL PROPERTY

The Parking Spaces to be used pursuant to this Agreement shall be in their current "as is" condition.

(6)

LIABILITY OF LICENSEE

To the extent permitted by law, Licensee shall indemnify and hold Licensor harmless from and against any and all claims, liabilities, actions, expenses, losses or damages whatsoever, including reasonable attorneys' fees, caused by use of the Real Property by Licensee or any agent, employee, licensee or invitee of Licensee.

(7)

LICENSOR'S TENANTS ATTENDING LICENSEE'S EVENTS

Any tenant at the Building ("Tenant") may park in any Parking Space at the Building at any time at an event for which Licensee is using the Parking Spaces provided that such Tenant has obtained a parking pass from Licensor to park at the Building and shows the parking pass to Licensee's parking attendant at the Building. The form of such parking pass is attached hereto as Exhibit "A". Licensee's parking attendant will refuse access to any Tenant attempting to park in a Parking Space without a parking pass.

(8)

AUTHORITY OF LICENSEE AND LICENSOR

(A) The person or persons who execute this Agreement on behalf of Licensee personally represent and warrant to Licensor that Licensee is a duly created and validly existing political subdivision existing under and pursuant to the laws of the State of Georgia, that Licensee has full right, power and authority to enter into this Agreement, and that the person or persons signing this Agreement on behalf of Licensee are authorized to do so.

(B) The person who executes this Agreement on behalf of Licensor personally represents and warrants to Licensee that Licensor is a duly created and validly existing limited liability company under the laws of the State of Georgia, that Licensor has full right, power and authority to enter into this Agreement, and that the person signing this Agreement on behalf of Licensor is authorized to do so.

(9)

NOTICES

All written notices with respect to this Agreement shall be given as follows: all written notices mailed through the U.S. Mails shall be mailed via certified mail, return receipt requested, postage prepaid, to the address of the recipient specified hereinafter, and all such notices shall be deemed effective and received three (3) days after the date said notice was deposited in the mail. All written notices which are hand delivered shall be deemed effective and received as of the date of receipt thereof by the recipient or as of the date delivered to the address of the recipient specified herein, whichever first occurs. A party hereto may also provide a written notice by facsimile transmission (FAX) or by email, and a notice by FAX or email shall be deemed effective and received as of the date it was transmitted. All written notices as aforesaid shall be addressed as follows unless another address for receipt of such notices is provided in accordance with the provisions hereof:

TO LICENSOR:

Ronald N. Winston
333 Sandy Springs Cir. N.E.
Suite 111
Sandy Springs, Georgia 30328
FAX NUMBER - 404-256-4546
EMAIL ADDRESS - rnwlaw@gmail.com

TO LICENSEE:

City of Sandy Springs Public Facilities Authority
1 Galambos Way
Sandy Springs, Georgia 30328
Attention: General Manager
FAX NUMBER - 770-206-1420
EMAIL ADDRESS – jmcdonough@sandyspringsga.gov

With a copy to:

City of Sandy Springs Public Facilities Authority
1 Galambos Way
Sandy Springs, Georgia 30328
Attention: Attorney
FAX NUMBER - 770-206-1420
EMAIL ADDRESS - cityattorney@sandyspringsga.gov

(10)

LICENSEE RESPONSIBILITIES

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

(B) Signage. Licensee shall arrange for signs to be placed at designated locations on the Real Property on the days Licensee is using the Parking Spaces indicating that the Parking Spaces are reserved for use by Licensee.

(C) Maintenance. Licensee shall remove litter and trash from the Real Property 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.

(D) Damage to Property. Licensee shall reimburse Licensors for the cost of repair for any damage to the Parking Spaces and/or the Real Property caused by the Licensee or Invitees during the term of this Agreement, other than normal wear and tear; provided, however, that Licensors shall provide Licensee with documentation of such damage as may be required by Licensee's Finance Director.

(11)

LICENSOR RESPONSIBILITIES

(A) Maintenance. Licensor shall be responsible for all regular maintenance of the Parking Spaces.

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

(12)

MISCELLANEOUS PROVISIONS

(A) Entire Agreement. This Agreement, including the Exhibit 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.

(B) 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.

(C) 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.

(D) Governing Law. This Agreement shall be governed by the laws of the State of Georgia, and each party expressly consents and submits to jurisdiction in the federal and state courts of competent jurisdiction located in Georgia.

(E) 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.

(F) 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.

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

(H) 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 effective the day and year set forth on the first page hereof.

Attest:

CITY OF SANDY SPRINGS PUBLIC FACILITIES
AUTHORITY

Michael Casey, Secretary

John McDonough, General Manager

SANDY SPRINGS COMMERCE BUILDING, LLC

By: _____
Ronald N. Winston, Sole Member

EXHIBIT "A"

PARKING PASS FOR TENANT OF
SANDY SPRINGS COMMERCE BUILDING
FOR
CITY SPRINGS EVENT

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 COMMERCE BUILDING, LLC, 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 Commerce Building, LLC (“Commerce Building”) owns certain property and facilities in close proximity to City Springs at 333 Sandy Springs Circle, N.E., Sandy Springs, Georgia 30328 (“Property”), including ninety-nine (99) parking spaces located on such Property, 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 Commerce Building has agreed to grant the PFA a license for the use of eighty-nine (89) of its parking spaces (“Parking Spaces”) by staff, vendors, suppliers and other persons and parties providing a service or product for an event taking place at City Springs on certain days and at rates established in the attached Agreement; and

WHEREAS, the PFA and the Commerce Building 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 July 17, 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 17th day of July, 2018.

Approved:

Russell K. Paul, Chairperson

Attest:

Michael Casey, Secretary
(SEAL)