



# AGENDA

**DUNWOODY PUBLIC FACILITIES AUTHORITY  
SPECIAL CALLED MEETING  
DECEMBER 14, 2020  
5:00 PM – DUNWOODY CITY HALL  
DUNWOODY HALL-4800 ASHFORD DUNWOODY ROAD  
DUNWOODY, GA 30338  
And via Zoom**

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

<https://us02web.zoom.us/j/87046579120>

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799  
or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 870 4657 9120

## **DUNWOODY PUBLIC FACILITIES AUTHORITY SPECIAL CALLED MEETING**

- A. **CALL TO ORDER**
- B. **PUBLIC COMMENT - Public Comment allows the Development Authority the opportunity to listen to the public (3 minutes per speaker/30 minutes total)**
- C. **CONSENT AGENDA**
  - 1. Approval of September 9, 2019 Public Facilities Authority Special Called Meeting Minutes
- D. **BUSINESS ITEMS (ACTION ITEMS)**
  - 2. Request from the Dunwoody Nature Center to Add Bathrooms to the North Woods Pavilion (Michael Cowan)
- E. **DISCUSSION**
- F. **PUBLIC COMMENT - Public Comment allows the Development Authority the opportunity to listen to the public (3 minutes per speaker).**
- G. **BOARD COMMENTS**
- H. **ADJOURN**

CITY OF DUNWOODY  
 SEPTEMBER 09, 2019  
 DUNWOODY PUBLIC FACILITIES AUTHORITY  
 SPECIAL CALLED MEETING MINUTES

The Public Facilities Authority of the City of Dunwoody held a Special Called Meeting on September 9, 2019 at 7:00 PM. The meeting was held in the City of Dunwoody City Hall, Dunwoody Hall, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338. Present for the meeting were the following:

Voting Members: Denis Shortal, Chair  
 Lynn Deutsch, Authority Member  
 John Heneghan, Authority Member  
 Tom Lambert, Authority Member  
 Terry Nall, Authority Member  
 Jim Riticher, Authority Member

Also Present: Eric Linton, City Manager  
 Jay Vinicki, Assistant City Manager  
 Bill Riley, Assistant City Attorney  
 Billy Grogan, Chief of Police  
 Sharon Lowery, City Clerk  
 Michael Starling, Economic Development Director  
 Richard McLeod, Community Development Director  
 Brent Walker, Parks & Recreation Director  
 Jennifer Boettcher, Communications Director  
 Alex Betancourt, I.T. Systems Engineer III  
 Britney Davis, Assistant to the City Clerk

A. CALL TO ORDER

Chair Shortal called the meeting to order. All members were in attendance with the exception of Pam Tallmadge.

B. PUBLIC COMMENT - Public Comment allows the Development Authority the opportunity to listen to the public (3 minutes per speaker/30 minutes total)

C. CONSENT AGENDA

1. Approval of 8-26-19 City of Dunwoody Public Facilities Authority Meeting Minutes

Authority Member Lambert motioned to approve the consent agenda. Authority Member Riticher seconded.

Passed: For: 6; Against: 0; Abstain: 0; Absent: 1 (Tallmadge)

D. BUSINESS ITEMS (ACTION ITEMS)

1. A Resolution to Accept the Transfer of Property and the Assignment of Facility Usage Agreements from the City of Dunwoody to the City of Dunwoody Public Facilities Authority (RESOLUTION 2019-XX-XX) (Brent Walker)

Authority Member Deutsch motioned to approve the resolution.  
Authority Member Nall seconded.

Passed: For: 6; Against: 0; Abstain: 0; Absent: 1 (Tallmadge)

E. DISCUSSION

- F. PUBLIC COMMENT - Public Comment allows the Development Authority the opportunity to listen to the public (3 minutes per speaker).

G. BOARD COMMENTS

H. ADJOURN

Authority Member Deutsch motioned to adjourn. Authority Member Heneghan seconded.

Passed: For: 6; Against: 0; Abstain: 0; Absent: 1 (Tallmadge)



**Dunwoody  
Nature Center**

5343 Roberts Drive  
Dunwoody, GA 30338

Mailing Address:  
P. O. Box 88070  
Dunwoody, GA 30356

770.394.3322  
DunwoodyNature.org

November 19, 2019

**BOARD**

Jany Brown  
*President*  
Andy Weiss  
*1st Vice President*  
Bryan Stillwagon  
*2nd Vice President*  
Malte Weiland  
*Secretary*  
Beth Boatwright  
*Treasurer*  
Margie Curry  
Mitchell Davis  
Joannie Dvoskin  
Su Ellis  
Tabitha Jones  
Rimas Kapeskas  
Karen Kasowski  
Matthew Kroge  
Kristen Lynn  
Rustom Maneksha  
Amy McMorrow  
John Mills  
Amy Quinn  
Cathleen Smith  
Dave Toolan  
Kay Weber  
Dorie Wirtz  
Robert Wittenstein

Mr. Eric Linton  
City Manager  
City of Dunwoody  
4600 Ashford Dunwoody Rd  
Dunwoody, GA 30338

Dear Eric:

Since its dedication in August 2018, the North Woods Pavilion has proven itself a great addition to the Dunwoody Nature Center. We have been able to utilize it for youth and adult programming and it offers an ideal setting for community groups to gather and experience the wonders of nature. Our rental program has generated much needed funds that we are then able to use to further our mission of inspiring a love of nature.

As nice as the building is though, it was quickly apparent that it had some major deficiencies that limit its full potential—mainly, the lack of multiple restroom facilities and the lack of adequate work and storage space.

Our Board of Directors has authorized me to pursue construction to add additional space & functionality to the building. The intent is to mirror the look of the existing structure and add two new unisex bathrooms along with an extra 221.2 square foot work and storage space. We intend to fully pay for this improvement from our existing operational reserve account and do not seek City funds for the project.

Pursuant to section 14 of the Facility Usage Agreement between the Dunwoody Nature Center and the Dunwoody Facility Authority, the Board of the Dunwoody Nature Center hereby requests the approval and authorization of the Facility Authority to commence the construction project.

Upon such approval, pursuant to section 15 of the Facility Usage Agreement, we intend to exercise our right to select the specific vendors necessary to design and build the project. Our hope is to begin the construction as soon as possible once all relevant permitting and approvals are obtained.

I look forward to making this request in person before the Authority at your convenience. Please advise the next steps.

Sincerely,

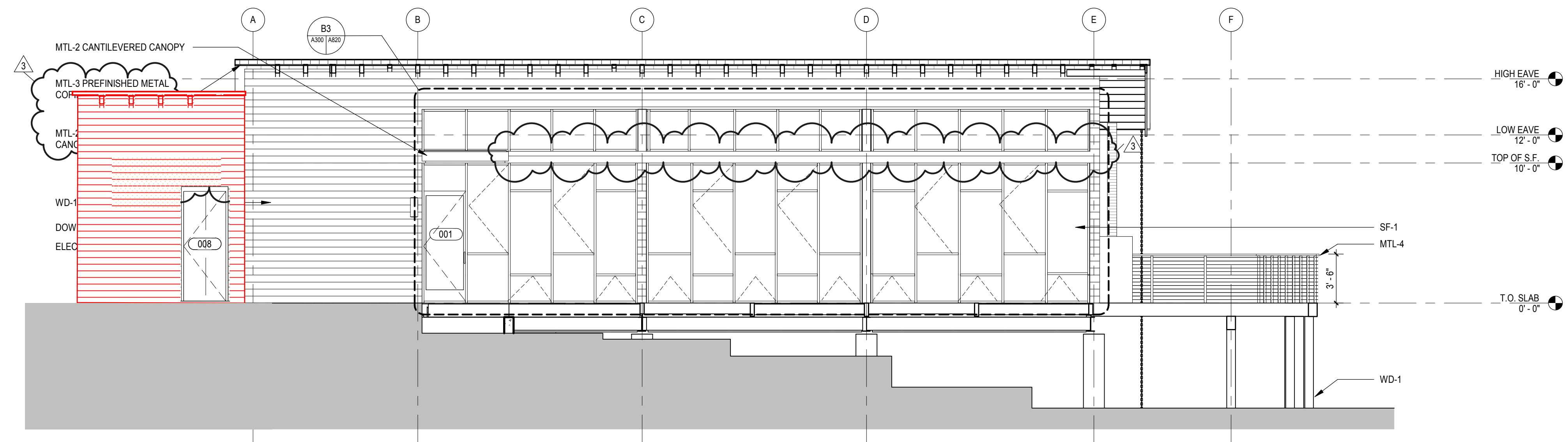
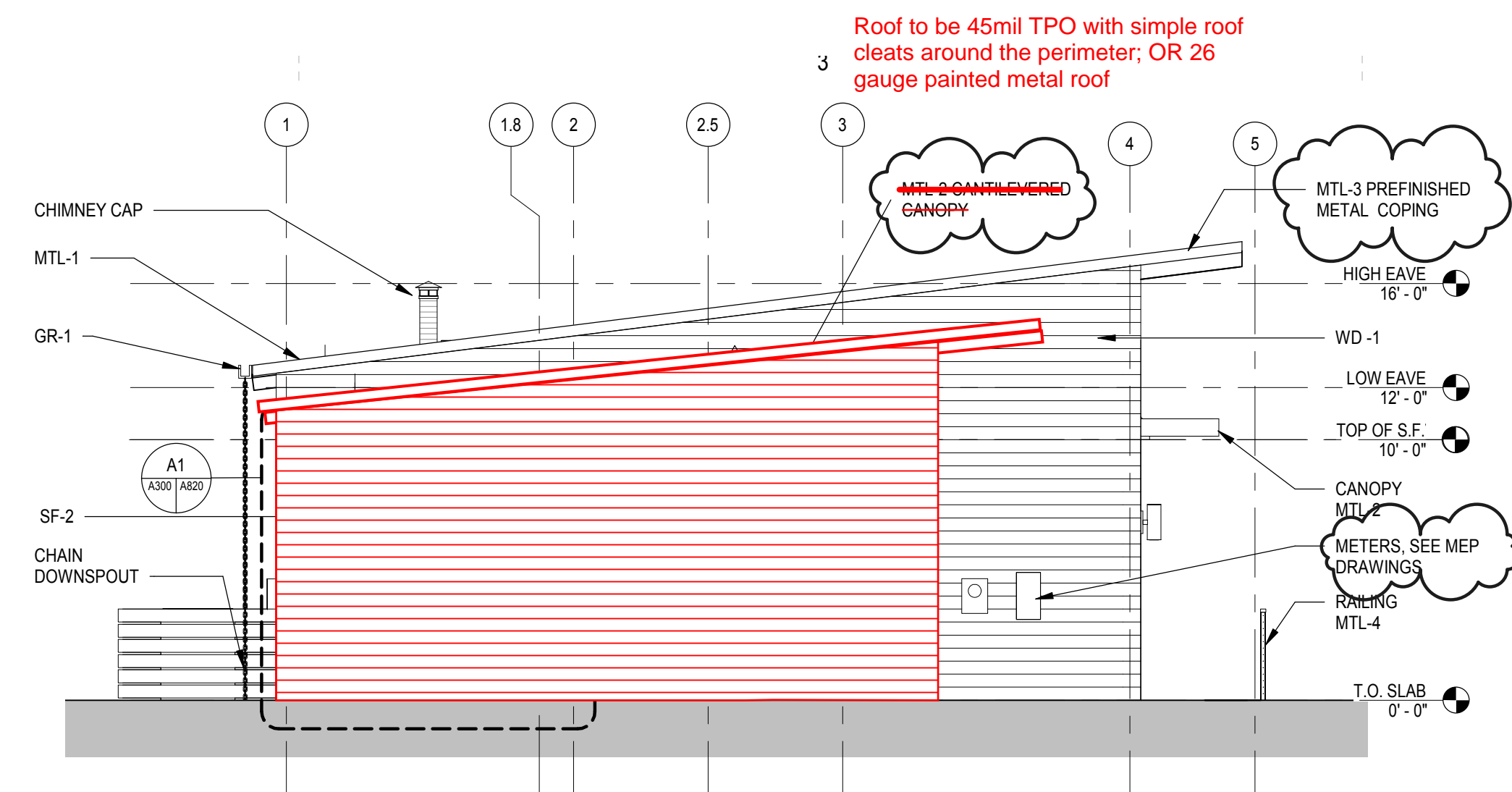
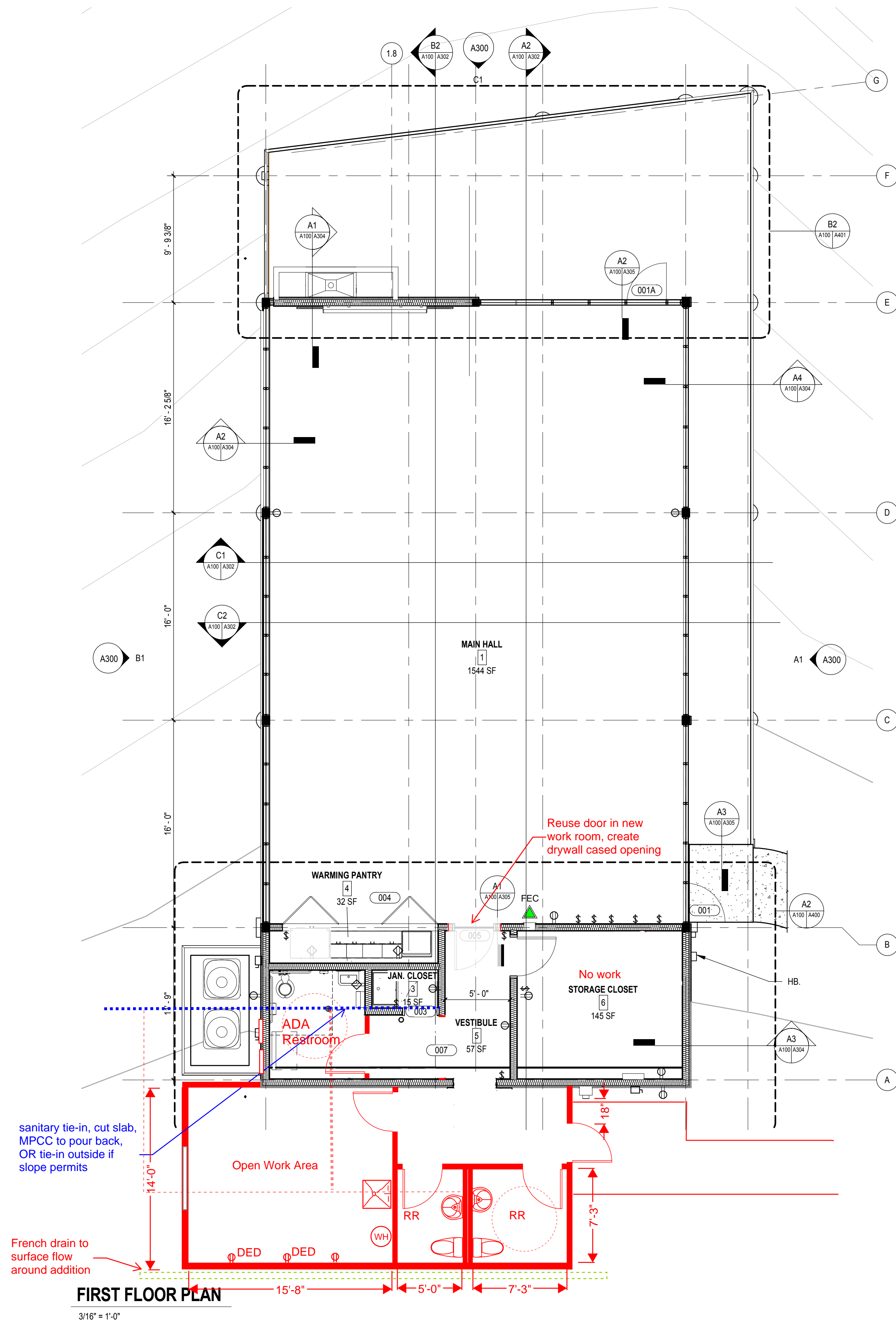
Michael Cowan  
Executive Director  
404-790-0616  
michael@dunwoodynature.org

**STAFF**

Michael Cowan  
*Executive Director*  
Madhav Dave  
*Development & Rentals Mgr.*  
Debbie Griffin  
*Development Director*  
Darcy Johnson  
*Environmental Ed. Mgr.*  
Holly Loscavio  
*Environmental Ed. Director*  
Charles McLaughlin  
*Marketing/Ops Mgr.*  
Susan Mitchell  
*Controller*

*Dunwoody Nature Center is a  
501(c)3 non-profit corporation.  
Please consider the Dunwoody  
Nature Center in your  
charitable contributions.*





**Proposed Addition to Pavilion**  
**Dunwoody Nature Center**  
Plan Date: 11/18/2020



STATE OF GEORGIA  
CITY OF DUNWOODY

FACILITY USAGE AGREEMENT

THIS AGREEMENT by and between the **Dunwoody Facility Authority, Georgia**, a municipal body politic and corporate, hereinafter designated "AUTHORITY," and **Dunwoody Nature Center, Inc.**, P.O. Box 88070 Dunwoody, GA 30356, a private nonprofit organized under the laws of the State of Georgia, hereinafter designated "DNC," is effective as of January 22, 2018.

WITNESSETH:

WHEREAS, AUTHORITY owns Dunwoody Park located at 5343 Roberts Drive, Dunwoody, Georgia, including structures located thereon, now or in the future (hereinafter designated as "Park"), for the purpose of serving the residents and guests of the City of Dunwoody and its surroundings; and

WHEREAS, DNC is a charitable non-profit organization established in 1992 and dedicated to inspiring the love of nature and cultivating environmental understanding and stewardship by conserving and enhancing Dunwoody Park and Nature Center; educating children, families and adults of all ages about the natural world and our place in it; and motivating environmental awareness and responsible action; and

WHEREAS, the City of Dunwoody and DNC have a longstanding working relationship established for the purpose of operating, developing, enhancing, and maintaining Dunwoody Park and Nature Center. The terms of the relationship have been set forth in prior written agreements. Pursuant to that relationship, DNC provides year-round mission based programming, and raises private funds to support not only its programming but also its work to enhance and preserve the Park as critical urban green space; and

WHEREAS, DNC does now and desires to continue to operate the Park Facilities, including the primary education building and any other structures located thereon (hereinafter designated as "Facilities") in a manner consistent with its mission and primarily for the benefit of residents and guests of the City of Dunwoody, DNC agrees to operate and utilize the Park and Facilities located thereon in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. AUTHORITY does hereby grant DNC use of the Park and Facilities located thereon as designated and attached hereto as Attachment B and by reference made a part hereof, provided



however that Park areas not designated as Facilities on Attachment B may not be used or programmed by DNC to the exclusion of the public. Such portions of the Park must remain accessible to the public at all times."

2. This Agreement, beginning upon execution of this document is for an initial term terminating absolutely and without further obligation on the part of the AUTHORITY on December 31, 2058 unless terminated earlier in accordance with the termination provisions of the Agreement.
3. This Agreement may be terminated pursuant to the following:
  - (a) Either party shall have the right to terminate this Agreement for any reason at any time during the original term or any extension or renewal thereof by giving written notice to the other party of its intention to terminate at least one hundred and eighty (180) days prior to the effective date of termination.
  - (b) AUTHORITY reserves the right to terminate and cancel this Agreement or any extension or renewal thereof at any time DNC materially breaches or defaults the terms and conditions set forth herein. AUTHORITY shall provide written notice to DNC of its intention to terminate pursuant to this provision at least ninety (90) days prior to the effective date of termination. After 90 days notice stated above and termination of this Agreement or any renewal thereof, or cancellation thereof by AUTHORITY, DNC shall vacate and deliver up the Facilities peaceably, quietly, and in good order and condition within a commercially reasonable period of time. However, no default or breach as to this Agreement shall be claimed by the AUTHORITY without first providing written notice of such default and allowing sixty (60) days from the date of written notice, or other mutually agreed upon time period, to cure. If the AUTHORITY terminates and/or cancels this agreement pursuant to an uncured material breach or default as stated above, the provisions of 3(d) will not apply to the termination or cancellation.
  - (c) DNC reserves the right to terminate and cancel this Agreement or any extension or renewal thereof at any time AUTHORITY materially breaches the terms and conditions set forth herein. DNC shall provide written notice to AUTHORITY of its intention to terminate pursuant to this provision at least ninety (90) days prior to the effective date of termination. However, no default or breach as to this Agreement shall be claimed by DNC without first providing written notice of such default and allowing sixty (60) days from the date of written notice, or other mutually agreed upon time period, to cure.
  - (d) If the AUTHORITY terminates the Agreement prior to the expiration of the initial term set forth above, and within twenty (20) years of completion of construction of fixed and permanent Park or Facility improvements, and except for reasons set forth above in 3(b), AUTHORITY will pay DNC a 5% annual amortization rate per each remaining year of a twenty (20) year period for the value of the construction cost, that were paid through DNC funds for the Park or Facility improvements, payable upon termination of the Agreement. Either party may remove portable improvements made by such party. A listing of all portable improvements shall be prepared by such party and approved by the other party prior to the removal of said improvements. Except in connection with repairs or replacements, each party covenants not to destroy or remove any improvements constructed (other than portable improvements) or equipment placed upon the Park or



- Facilities, pursuant to this Agreement or otherwise, without the written consent of the other party, which written consent may not be unreasonably withheld, conditioned, or delayed.
- (e) If the AUTHORITY terminates the Agreement prior to the expiration of the initial term set forth above, but more than twenty (20) years after completion of fixed and permanent improvements upon the Park or Facilities, all such fixed and permanent improvements upon the Park or Facilities shall remain the property of the AUTHORITY, free and clear of all liens and encumbrances.
4. For the purpose of this Agreement, all notices to be given hereunder shall be in writing and shall be deemed given when hand delivered or deposited in the United States Mail, postage prepaid, certified, and addressed as follows:
- (a) Dunwoody Facilities Authority  
4800 Ashford Dunwoody Road  
Dunwoody, Georgia 30338
  - (b) Dunwoody Nature Center, Inc.  
P.O. Box 88070, Dunwoody, Georgia 30356 or (if hand-delivered)  
5343 Roberts Drive, Dunwoody, Georgia  
Attention: Executive Director
5. AUTHORITY does hereby designate the City of Dunwoody as its representative in all matters pertaining to this Agreement. All requests and issues arising from use of the Facilities described herein should be addressed to the City of Dunwoody through its Parks Director. The Parks Director is authorized to establish such administrative procedures he or she deems appropriate to carry out and enforce the terms of this Agreement.
6. The AUTHORITY and DNC shall provide services in accordance with Attachment A, which is attached hereto and by reference made a part hereof, during the term of the Agreement. DNC agrees to provide AUTHORITY with appropriate information about its program activities, including program operating hours, in order to facilitate operation of the Park and Facilities and coordination by the AUTHORITY.
7. DNC shall at all times exonerate, indemnify, and save harmless the AUTHORITY and CITY of DUNWOODY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property (i) caused by, or (ii) sustained on the Facilities in connection with intentional or negligent acts or errors or omissions by DNC, its officers, agents, or employees, up to, but not exceeding, the limits of DNC's insurance policies set forth below. Neither this Agreement, nor this provision specifically, shall waive or limit DNC's right or ability to be indemnified, defended and/or held harmless by other entities not party to this Agreement including but not limited to consultants, contractors, their subconsultants and/or subcontractors, their officers, agents or employees, or anyone else performing work at or related to the Park or Facilities located thereon.



8. Except as otherwise consented to in writing by AUTHORITY, DNC shall maintain in force during the life of this Agreement or any extension or renewal thereof comprehensive general liability insurance, in the minimum amount of \$2,000,000 general aggregate, and \$1,000,000 per occurrence, and AUTHORITY and CITY of DUNWOODY shall be named as additional insureds under such policy or policies of insurance."
- 9 Except as otherwise consented to in writing by AUTHORITY, DNC shall furnish to the AUTHORITY within thirty (30) days after execution of this Agreement, a certificate or certificates evidencing such insurance coverage in companies doing business in Georgia and acceptable to AUTHORITY covering:
- (a) The location and the operations to which the insurance applies;
  - (b) The expiration date of policies; and
  - (c) An agreement that the policies certified will not be changed or canceled without thirty (30) days prior notices to AUTHORITY, as evidenced by return receipts of registered or certified letters. Prior to ten (10) days before the expiration of any such certificate, DNC shall deliver to the AUTHORITY a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to the AUTHORITY evidencing the required insurance coverage.
- 10 To the extent permitted by law, the AUTHORITY and CITY of DUNWOODY shall indemnify, defend, and hold the DNC and its officers, directors, members, employees, agents, successors and assigns, harmless from and against any and all claims, demands, liabilities, loss, damage, injury, actions or causes of action of any name or nature (including attorneys' fees and court costs) which may be asserted, claimed, prosecuted, incurred or suffered by the DNC as a result of or in connection with the physical condition of the Park or Facilities located thereon, negligence or willful misconduct of the AUTHORITY or CITY, its employees, partners, agents, contractors, or subcontractors, or their employees, partners, or agents. Neither this Agreement, nor this provision specifically, shall waive or limit the AUTHORITY'S or CITY'S right or ability to be indemnified, defended and/or held harmless by other entities not party to this Agreement including but not limited to consultants, contractors, their subconsultants and/or subcontractors, their officers, agents or employees, or anyone else performing work at or related to the Facilities.
- 11 DNC shall comply with the provisions of the Code of the City of Dunwoody, Georgia and Official Code of Georgia annotated and all appropriate statutes and regulations governing the services it furnishes and, when applicable, with the standards of its profession. DNC acknowledges its responsibility to report child abuse under O.C.G.A. 19-7-5 as may be amended in the future and accepts responsibility for compliance therewith, including all applicable persons in accordance with the statute. DNC acknowledges that failure to do so may constitute a material breach of this Agreement.
- 12 All revenues received by DNC for its programming, rental or usage fees, or other revenues generated in the operation of DNC shall be and remain the sole property of DNC.



- 13 DNC is the primary fundraising agent for the Park and Facilities located thereon and may conduct its operations, including fundraising activities and/or capital campaign(s), independently of the AUTHORITY in furtherance of its support of the Park and Facilities located thereon. DNC exercises control over its own fundraising and funds received shall remain with DNC upon termination or expiration of the Agreement. However, if DNC has begun construction on a Park capital project for which DNC has raised money to complete at the time of termination or expiration of this Agreement, DNC will complete such construction
- 14 DNC may commence physical construction of capital projects at the Park or Facilities located thereon once the total amount raised in cash, pledges, and in-kind support equals or exceeds the project budget, and once approval is otherwise obtained from the AUTHORITY. DNC may also request approval from the AUTHORITY to commence physical construction of capital projects at the Park or Facilities prior to the total funds being raised for the project, if substantial documentation is provided to the AUTHORITY that funds will be realized to complete the project.
- 15 Upon approval of the AUTHORITY, DNC shall have the sole right to select the specific vendors (i.e. architects, engineers, construction, etc.) required during any design, building or construction processes related to Park capital projects for which DNC has raised money to complete. The parties shall recognize DNC as the Facility operator and in such capacity shall have primary discretion regarding selection and management of vendors. State law shall apply where applicable.
- 16 DNC shall be allowed to recommend that portions of the Facilities be named in honor or in memory of those making capital campaign contributions. All naming recommendations shall be subject to the approval of the AUTHORITY per the AUTHORITY'S Facility Naming Policy.
- 17 The AUTHORITY or its designee shall have the right to conduct events in the Park separate from DNC's operations, so long as said events do not interfere with existing scheduled events or programming of the DNC nor materially disrupt the operation of the Park or Facilities by DNC. By December 1, of the calendar year, DNC shall provide the AUTHORITY an annual calendar of events and programming of the upcoming year and notify the AUTHORITY if any modifications of the schedule occur. The AUTHORITY shall coordinate with DNC on said events to make sure there is no such interference and shall use its best efforts to provide DNC with reasonable notice. The AUTHORITY shall be responsible for all preparation prior to and clean-up after the event and for any repairs related thereto.
- 18 The AUTHORITY shall allow use of the easement granted to the City by the DeKalb Board of Education to the DNC, as designated on Attachment B and referenced in Exhibit C.
- 19 The occupancy and use by DNC of the Park and Facilities located thereon, and rights herein conferred upon DNC shall be subject to rules and regulations as are now or may hereinafter be prescribed by the AUTHORITY.



- 20 Both parties agree that the provisions of this Agreement or any extension or renewal thereof, are not intended to be nor should they be construed as in any way creating or establishing a relationship between the parties hereto other than that of Owner and User, and at all times during the term of this Agreement or any extension or renewal thereof, DNC is to be and shall remain as an independent contractor.
- 21 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
- 22 This Agreement shall be deemed to have been made and performed in the City of Dunwoody, Georgia. For the purpose of the venue, all suits or causes of actions arising out of this Agreement shall be brought in the appropriate courts within DeKalb County, Georgia.
- 23 Any amendment or modification of this Agreement shall be set forth in writing as an Amendment to this Agreement, duly executed by the parties, but shall not become effective until thirty (30) days after the execution and delivery of such writing.
- 24 DNC shall at the termination of this Agreement or any extension or renewal thereof surrender up the Facilities in good order and condition, reasonable use and ordinary wear and tear thereof excepted. AUTHORITY shall be entitled to all rights and remedies provided by law including, without limitation, the dispossession rights and remedies provided in O.C.G.A. § 44-7-49, *et seq* as may be amended in the future.
- 25 Should any provision or term of this Agreement be determined by a court of competent jurisdiction to be unenforceable, all other provisions and terms shall remain in full force and effect.
- 26 This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modification of this Agreement shall be enforceable unless approved in writing by both parties.
- 27 In the event of a conflict between this Agreement and any exhibit contained herein or any previous agreements, the provisions of this Agreement shall govern.
- 28 Without regard to any designation made by the person or entity entering this Agreement, the City of Dunwoody considers all information submitted in relation to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* as may be amended in the future, unless a court order is obtained to the contrary.
- 29 The headings of sections and paragraphs, if any, to the extent used herein are for convenience and reference only, and in no way define, limit or describe the scope or intent of any provision hereof, and therefore will not be used in construing or interpreting the provisions hereof.
- 30 When applicable, the Contractor will provide Evidence of Compliance as follows: Contractor (DNC) and Subcontractor Evidence of Compliance



Pursuant to O.C.G.A. § 50-36-1(e), AUTHORITY contracts within the state of Georgia shall include the following provisions on the attached Affidavit Verifying Status:


1. Provide at least one secure and verifiable document, as defined in Code Section 50-36-2;
2. Execute a signed and sworn affidavit verifying the applicant's lawful presence in the United States, which affidavit shall state:
  - i. The applicant is a United States citizen or legal permanent resident 18 years of age or older; or
  - ii. The applicant is a qualified alien or nonimmigrant under the federal Immigration and Nationality Act, Title 8 U.S.C., 18 years of age or older lawfully present in the United States and provide the applicant's alien number issued by the Department of Homeland Security or other federal immigration agency.

**[SIGNATURES CONTINUE ON NEXT PAGE]**



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on this 22<sup>nd</sup> day of January, 2018.


**DNC: Dunwoody Nature Center, Inc.**

By:   
Signature  
Alan Mothner  
Name (Typed or Printed)  
Executive Director  
Title  
58-2009923  
Federal Tax I.D. Number

ATTEST:

Signature
Name (Typed or Printed)
Title

**AUTHORITY: FACILITY AUTHORITY**  
**of Dunwoody, Georgia**

of Dunwoody, Georgia  
  
 AUTHORITY Manager **Chair**  
 AUTHORITY of Dunwoody, Georgia

ATTEST:

Sharon Gouery  
AUTHORITY Clerk

APPROVED AS TO FORM:

AUTHORITY ~~Attorney~~ Signature



**Affidavit Verifying Status  
for AUTHORITY Public Benefit Application**

By executing this affidavit under oath, as an applicant for an AUTHORITY of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a AUTHORITY of Dunwoody license/permit for:

1)   X   I am a United States citizen (Must include copy of either Georgia Driver's License, Passport, or Military ID)

OR

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* (Must include either a copy of your Permanent Resident Card or Employment Authorization Card as well as another form of government issued identification such as Georgia Driver's License, Military ID, or Passport)


In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:  Date: 2/7/18

Printed Name: Alan Motherer



\*Alien Registration number for non-citizens: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 7<sup>th</sup> DAY OF February 2018

Notary Public:  My Commission Expires: 9.24.2019

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:



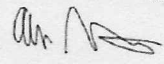
 **Georgia**  *Sony Perdue* GOVERNOR

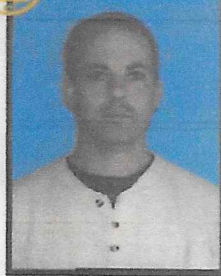
**DRIVER'S LICENSE**

NUMBER [REDACTED] EXPIRES [REDACTED]-2019

**MOTHNER, ALAN DAVID**  
[REDACTED] WYNTERCREEK WAY  
DUNWOODY, GA 30338-3821

SEX	BIRTHDATE	ISSUE DATE	COUNTY
M	[REDACTED]-1970	01-09-2009	044
HEIGHT	WEIGHT	CSC	FEE
6-00	165	0101	30.00
CLASS	ENDORSEMENTS	TYPE	RESTRICTIONS
C		REG	

**ORGAN DONOR** 

  
COMMISSIONER *Henry C. Dyer*



Attachment A**I. OBLIGATIONS OF THE AUTHORITY**

The AUTHORITY agrees to:

- a. Allow the non-exclusive use of the Park and Facilities located thereon to DNC under expressed terms and conditions set forth by the AUTHORITY herein for the purpose of conducting nature-based programming and related operations, including but not limited to classes, camps, special events, meetings, fundraisers, exhibits, rentals by third parties, and demonstrations for the promotion of environmental programs, community interest and welfare. If DNC and AUTHORITY agree to terms for the use of the Facilities for other events, such use or uses shall be governed by separate agreement or agreements. DNC shall be able to utilize the Park and Facilities located thereon on Sundays-Saturdays from 7am-11pm. DNC shall have authority to establish hours of operation for the Facilities, which may at times operate outside of normal Park hours.
- b. Upon request by DNC or potential donors, AUTHORITY will provide written letters to potential donors confirming that the DNC has the authority to manage and perform capital construction projects and other fundraising for the benefit of the Park and the public on behalf of the AUTHORITY.
- c. Provide:
  - i. general, standard, and customary maintenance of the Park and Facilities located thereon, now or in the future, including but not limited to the Nature Center buildings, pavilions, observation decks, wetland boardwalk, playground, parking areas, public restrooms, and other associated structures and areas the responsibility for maintenance of which is not specifically assigned to the Nature Center in this Agreement;
  - ii. maintenance of Facilities that have achieved LEED status that is consistent with any additional substantive LEED maintenance requirements;
  - iii. daily trash collection;
  - iv. daily cleaning of all the Park's public restrooms as designated in Attachment B;
  - v. maintenance of the grounds, landscaping, parking areas, trails and other walkways, including tree removal as needed and weekly mowing and removal of yard debris; and
  - vi. payment of water utility bills associated with the Park's public restrooms designated in Attachment B and irrigation of the landscaping at the Park.
- d. Ensure that the Park and Facilities located thereon comply at all times with all federal, state, county, municipal laws, regulations, ordinances and other governmental mandates.

**II. OBLIGATIONS OF DNC**

DNC agrees to:

- a. Provide environmental programs in accordance with all guidelines set forth by the AUTHORITY. DNC agrees that all of its paid staff and contractors must undergo a



criminal background check prior to being allowed to participate in any activities on AUTHORITY Property. DNC agrees that any paid or unpaid staff member or contractor having any contact with minor children must comply with all state law provisions relating to child abuse notification and training therefore and that failure to do so may constitute a material breach of this Agreement.

- b. Comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments where applicable.
- c. The payment of all utility bills for the Facilities except for water expenses related to the Park's public restrooms and irrigation of the landscaping at the Park.
- d. Maintain the Facilities to include a clean programming space and exhibits and make minor Facility repairs needed to ensure a proper safe programming area.
- e. Maintain a schedule of all functions at the Facilities and submit a report of all recorded functions of the previous year to the AUTHORITY each January to include date, use and number of participants.
- f. Daily cleaning of all enclosed Nature Center buildings and office space to include but not be limited to floors, bathrooms, trash removal and general upkeep.
- g. Adhere to all other provisions contained in this Agreement.

### **III. DNC'S MAINTENANCE RESPONSIBILITIES**

- a. DNC is responsible for daily clean-up, placing litter in proper containers prior to leaving the Facilities after each function.
- b. DNC shall obtain the prior written approval and consent from the AUTHORITY before making any repairs, improvements, additions or alterations to the Facilities; however, such approval shall not be unduly delayed or unreasonably withheld. All improvements, additions or alterations which may be approved shall become the property of AUTHORITY, unless the parties otherwise agree, and remain upon said premises and be surrendered with the premises at the termination of this Agreement. Failure to obtain prior written authorization from the AUTHORITY can constitute cause for the termination of this Agreement as provided for above. Responsibility for the cost of repairs must be agreed upon prior to any action being taken. This paragraph shall be construed together with the termination provisions of this Agreement.



- c. DNC is responsible for reporting all acts of vandalism to the Facilities to the AUTHORITY and the local Police Department within a reasonable time from discovery. A copy of the police report must be filed with the AUTHORITY.
- d. DNC agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the terms of this Agreement.
- e. The AUTHORITY or any of its agents or employees shall have the right to enter upon the said premise at any time during the term of this Agreement to examine and inspect as deemed necessary. AUTHORITY may supervise any physical maintenance activities, as needed.

#### **IV. DNC'S SAFETY PRECAUTIONS**

- a. DNC agrees to administer its activities at the Facilities in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first person arrives until the last person departs.
- b. Upon reasonable advance notice to DNC, the AUTHORITY has the right to cancel any scheduled activity when it is determined that such activity would damage the Facility. Persistent damage to the Facilities by DNC will result in DNC being prohibited from using the Facilities.