



AGENDA

DUNWOODY PUBLIC FACILITIES AUTHORITY
SPECIAL CALLED MEETING
AUGUST 8, 2022 – 5:30 PM
DUNWOODY CITY HALL - DUNWOODY HALL
4800 ASHFORD DUNWOODY ROAD
DUNWOODY, GA 30338

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

Please click this URL to join.

<https://us02web.zoom.us/j/88398391475>

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+14702509358,,88398391475# US (Atlanta)

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Webinar ID: 883 9839 1475

DUNWOODY PUBLIC FACILITIES AUTHORITY SPECIAL CALLED MEETING

- A. **CALL TO ORDER**
- B. **PUBLIC COMMENT - Public Comment allows the Public Facilities Authority the opportunity to listen to the public (3 minutes per speaker/30 minutes total)**
- C. **CONSENT AGENDA**
 - 1. Approval of February 28, 2022 Dunwoody Public Facilities Authority Special Called Meeting Minutes
- D. **BUSINESS ITEMS (ACTION ITEMS)**
 - 2. Approval of the Expansion Plans for Spruill Center for the Arts (Alan Mothner)

3. Agreement Concerning Funding For Arts and Nature Center (J. Jay Vinicki)

E. **DISCUSSION**

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

G. **BOARD COMMENTS**

H. **ADJOURN**

CITY OF DUNWOODY
 FEBRUARY 28, 2022
 DUNWOODY PUBLIC FACILITIES AUTHORITY
 SPECIAL CALLED MEETING MINUTES

The Public Facilities Authority of the City of Dunwoody held a Special Called Meeting on February 28, 2022 at 5:30 PM. The meeting was held in the City of Dunwoody City Hall – Dunwoody Hall, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338 and via Zoom Present for the meeting were the following:

Voting Members: Lynn Deutsch, Chair
 Stacey Harris, Authority Member
 John Heneghan, Authority Member
 Tom Lambert, Authority Member
 Catherine Lautenbacher, Authority Member
 Robert Price, Authority Member
 Joe Secorder, Authority Member

Also Present: Eric Linton, City Manager
 Jay Vinicki, Assistant City Manager
 Ken Bernard, City Attorney
 Sharon Lowery, City Clerk
 Brent Walker, Parks and Recreation Director
 Britney Davis, Assistant to the City Clerk
 Jennifer Boettcher, Communications Director
 Dustin Guwin, Systems Engineer II

A. CALL TO ORDER

Mayor Deutsch called the meeting to order. All members were in attendance.

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

C. CONSENT AGENDA

Authority Member Secorder motioned to approve the consent agenda. Authority Member Harris seconded.

Passed: For: 7; Against: 0; Abstain: 0; Absent: 0

1. Approval of February 14, 2022 Dunwoody Public Facilities Authority Special Called Meeting Minutes

D. BUSINESS ITEMS (ACTION ITEMS)

2. Request for Spruill Center for the Kiln Room Expansion (Alan Mothner)

Alan Mothner presented the details of the Spruill Center kiln room expansion project. The project will be funded by Spruill Center for the Arts.

Authority Member Secoder motioned to approve the request for expansion of the kiln room. Authority Member Price seconded.

Passed: For: 7; Against: 0; Abstain: 0; Absent: 0

E. DISCUSSION

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

G. BOARD COMMENTS

H. ADJOURN

Authority Member Lambert motioned to adjourn. Authority Member Price seconded.

Passed: For: 7; Against: 0; Abstain: 0; Absent: 0

To: Members
Dunwoody City Council

Members
Dunwoody Facilities Authority

From: J. Jay Vinicki
Assistant City Manager

Linda Nabers
Finance Director

Re: Spruill Center for the Arts and Dunwoody Nature Center Funding

Date: 11 July 2022

Action

Authorize the mayor, city manager, or designee to execute all documents necessary and proper give up to \$1 million to each to assist in capital construction provided there is at minimum a one-to-one match by each entity drawn from the General Fund undesignated unreserved funding.

Summary

On May 23, 2022, the City Council approved an additional \$1 million each to Spruill Arts Center and the Dunwoody Nature Center for expansions where they will fund the project matching each city dollar with one dollar of private capital.

In reviewing the draft document, it was determined the Dunwoody Facilities Authority also needs to be part of this agreement. The attached agreement reflects this arrangement. Other items of note that changed from the original:

- The Dunwoody Nature Center's stormwater issues will not be considered part of the matching funding. That project will be city in nature.
- These agreements are to reflect only funding, not approval of the projects themselves.
- Procurement for vendors will be made in a competitive manner.

Details

The two entities are both partnered with the city and have capital expansion projects planned, though not fully funded. The Spruill expansion has a projected total cost to be \$2.0 million with another possible \$280,000 of other costs. The Nature Center expansion has an estimated \$2.3 million in costs.

The current estimated starting undesignated unreserved fund balance for FY2022 is \$25 million against revenue of \$24.2 million (assuming the original ARP revenue replacement is not used as true revenue replacement) against a budget of \$28.1 million. At 100% collection and spending, that would

leave \$21.0 million or 8.98 fund balance at the end of the fiscal year. This \$3.9 million use of fund balance would leave \$19.1 million of unreserved fund balance of 8.13 months.

Current projections after accounting for this one-time expenditure would have the four month reserve minimum being maintained into 2024 and maybe into 2025.

The committee also suggested a staggered funding so that there is a legal commitment by the city on record, but the burden of project completion will be up to the entity. Staff recommend agreements be tailored close to the following:

- The cost sharing will be done by this break down:
 - First \$500,000 will be paid for by each entity;
 - The second \$500,000 will be split between each entity and the city (\$250,000 each). The funding will be forwarded to the entity once it has been billed over \$500,000 by all vendors on the project;
 - The third \$500,000 will be split between each entity and the city (\$250,000 each); The funding will be forwarded to the entity once it has been billed over \$1,000,000 by all vendors on the project;
 - The fourth \$500,000 will be paid for by the city. The funding will be forwarded to the entity once it has been billed over \$1,500,000 by all vendors.
 - The city will do no direct payments to vendors. The city will pay the entity directly as work progresses.

Recommendation

Authorize the mayor, city manager, or designee to execute all documents necessary and proper give up to \$1 million to each to assist in capital construction provided there is at minimum a one-to-one match by each entity drawn from the General Fund undesignated unreserved funding.

Education Center

5339 Chamblee Dunwoody Rd.
Atlanta, GA 30338
770.394.3447

Gallery & Gift Shop

4681 Ashford Dunwoody Rd.
Atlanta, GA 30338
770.394.4019



www.spruillarts.org

August 1, 2022

Facilities Authority
City of Dunwoody
4800 Ashford Dunwoody Rd
Dunwoody, GA 30338

The Spruill Center for the Arts is in the second year of a three-year strategic plan that paves a way for our nonprofit to navigate the current pandemic while planning for long-term growth and impact in our community. The first year (2021) demonstrated the effectiveness of this plan, with enrollment figures and earned revenues reaching pre-pandemic levels. At the same time, our organization has increased our community outreach and helped to create numerous pieces of public art at the education center and throughout the city. Midway through the second year of this plan, we are exceeding nearly all of the strategic objectives set forth in the plan, as measured by the metrics used to evaluate the success of each.

In 2019, the City of Dunwoody commissioned a study from the Sizemore Group to create a master plan for the Dunwoody Cultural Arts Center. This plan provides room for growth for the various nonprofits that utilize the building, and is predicated on Spruill's financial contribution to fund the expansion. Spruill is in a financial position to fulfill this obligation. At the same time, the past year's enrollment figures and our current rate of enrollment for 2022 place us in a position being out of space to continue to provide the current programs that we offer in support of our mission. Based on these space limitations, we do not have the ability to expand our current programming nor initiate other programs.

The Dunwoody City Council, in their June 13, 2022 meeting, approved the allocation of \$1 million in city funds to contribute towards a \$2.3 million expansion of the Dunwoody Cultural Arts Center. Spruill Center for the Arts is prepared to contribute a minimum of \$1.3 million towards the completion of this project and is requesting the Facilities Authority to fund the remaining cost of the project. Complete construction documents have already been created, the project is essentially "shovel ready," and with a few minor modifications will be ready to submit for permitting. A rendering of the new facility and schemata of how the classroom space will be utilized is included in the authority's packet.

Spruill Center for the Arts respectfully requests the Facilities Authority's approval of these expansion plans.

Sincerely,

Alan Mothner
CEO
Spruill Center for the Arts

Spruill has recovered to pre-pandemic levels of building usage. In 2021, Spruill:

- Offered 764 classes
- Served 8,147 adult and youth students
- Another 449 students remained on our waitlists and were unable to enroll.
- Had a total of 44,097 daily participants that utilized the facility for classes, workshops, and open studios.



Limited space impacts all aspects of our operations:

Initiatives like free youth classes (425 students in 2021), outreach and partnerships are limited due to space constraints. This missing revenue also prevents us from supporting community programs like public art. It also means:

- Waitlists – in 2021, 449 students on waitlists means a loss of potential revenue of >\$100,000
 - Already this year we have 178 students on a waitlist – a loss of >\$40,000
- No availability for workshops or events
 - In 2021 these were hosted at barn at Brook Run or Shallowford
 - Each space has limited availability
 - This spring, we are looking at having to cancel offerings due to room conflicts
 - Summer is very limited with space for camps and adult classes
- Conflicts with other nonprofits in Dunwoody Cultural Arts Center

Spruill is long overdue for a similar investment from the City

Financial Implications:

Spruill has \$1.3 million to donate to the City for Expansion

- This amount allows us to maintain a 9 month operating reserve
- Build out expenses of \$211,200 to furnish classrooms after construction
- Current Kiln Room expansion is outside of this budget
- Expansion will add revenues of \$494,000 and the ability to serve an additional 2,000 students in the first full year of operation.



An expanded Dunwoody Cultural Arts Center



ARCHITECT
D. TRACY WARD
EST. 1993

 **Spruill Center** FOR THE Arts
CLASSES • EVENTS • GALLERIES

An expanded Dunwoody Cultural Arts Center



ARCHITECT
D. TRACY WARD
EST. 1993

 **Spruill Center** FOR THE **Arts**
CLASSES • EVENTS • GALLERIES

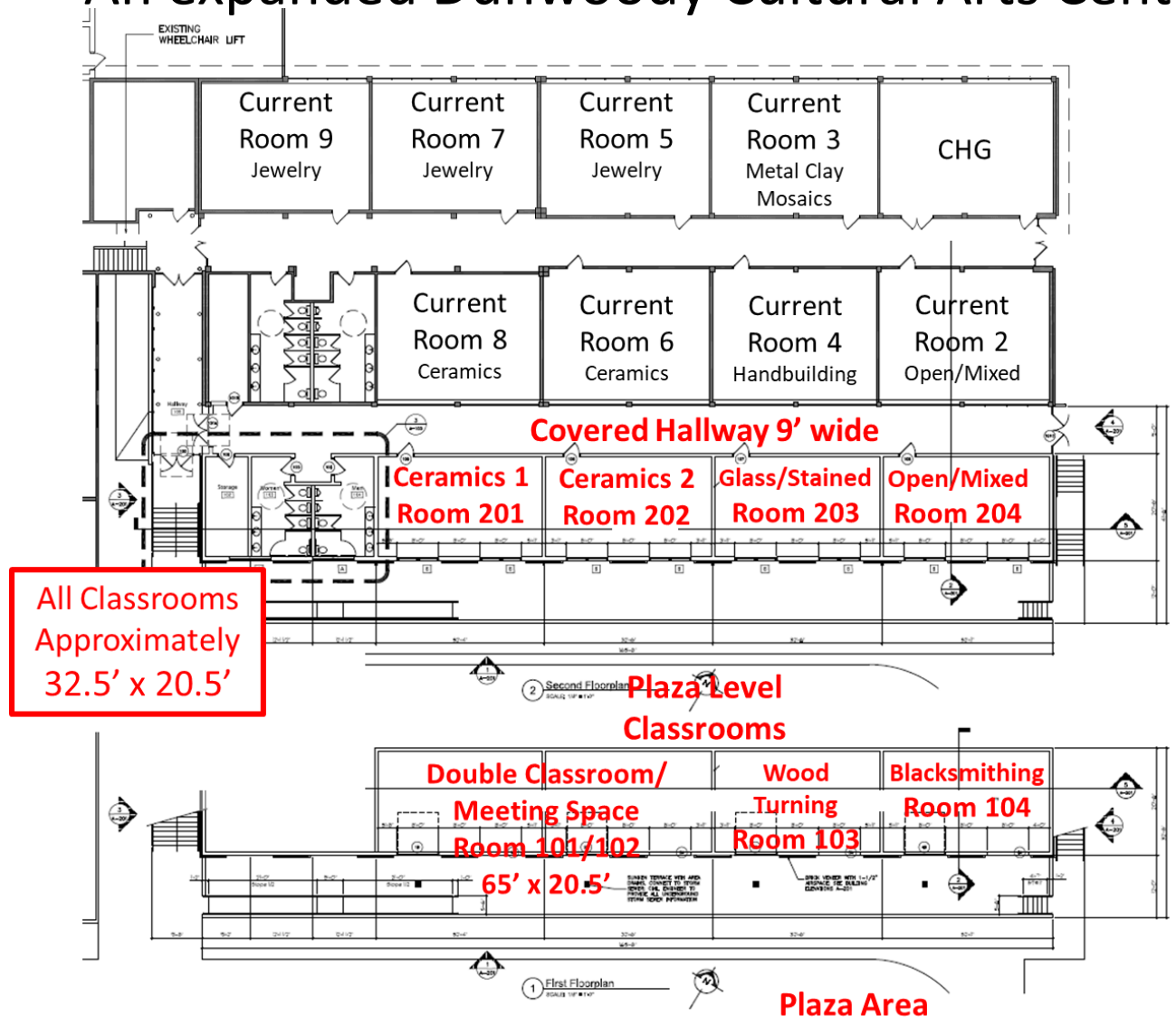
An expanded Dunwoody Cultural Arts Center



ARCHITECT
D. TRACY WARD
EST. 1993

 **Spruill Center** FOR THE **Arts**
CLASSES • EVENTS • GALLERIES

An expanded Dunwoody Cultural Arts Center



All Classrooms
Approximately
32.5' x 20.5'

Plaza Level
Classrooms

Plaza Area

To: Members
Dunwoody City Council

Members
Dunwoody Facilities Authority

From: J. Jay Vinicki
Assistant City Manager

Linda Nabers
Finance Director

Re: Spruill Center for the Arts and Dunwoody Nature Center Funding

Date: 08 August 2022

Action

Authorize the mayor, city manager, or designee to execute all documents necessary and proper give up to \$1 million to each to assist in capital construction provided there is at minimum a one-to-one match by each entity drawn from the General Fund undesignated unreserved funding.

Summary

On May 23, 2022, the City Council approved an additional \$1 million each to Spruill Arts Center and the Dunwoody Nature Center for expansions where they will fund the project matching each city dollar with one dollar of private capital.

Details

See the attached memorandum of 11 July 2022 for the details of this item. At the Facilities Authority meeting of 08 August 2022, scope of the projects for the Arts and Nature Center may be approved or amended by the Authority. All actions on 08 August 2022 will be incorporated into the final agreements.

Recommendation

Authorize the mayor, city manager, or designee to execute all documents necessary and proper give up to \$1 million to each to assist in capital construction provided there is at minimum a one-to-one match by each entity drawn from the General Fund undesignated unreserved funding.

Memorandum of Agreement between
The City of Dunwoody, Georgia, the Dunwoody Facilities Authority
and
NAME

I. Introduction

Whereas, the City of Dunwoody (the city) and the NAME a private not-for-profit organized under the laws of the State of Georgia (the partner), already have an existing relationship with each other as the partner operates a city facility owned by the Dunwoody Facilities Authority with related programming on behalf of the city.

Whereas, the partnership is codified in a facility usage agreement(s) (Attachment A) entered into DATE for a city owned facility at LOCATION between the Dunwoody Facilities Authority and the partner.

Whereas, this facility usage agreement allows the partner to run programs on behalf of the city at this location while also delineating duties of capital maintenance and day to day maintenance between the city and the partners.

Whereas, the city has determined it is in the best interest of the city to improve the physical plant of the city operated by the partner. The partner has already raised a significant amount of capital toward their most recent expansion plans (Attachment B, the "project") and has sought the city for additional funding. The city has dedicated \$1,000,000 of city funding to that effort, provided the partner matches that amount on a one-to-one basis or better.

Therefore, the city and the partner hereby enter into this Memorandum of Agreement (MOA of agreement) where this city will fund one-half of the project's total costs, up to a maximum of \$1,000,000.

II. Parameters

- a. The city will create a capital funding project with \$1,000,000 of city funding dedicated exclusively to the partner institution for costs associated with the project outlined in Attachment B: (the "City Project Funding"). It is understood that the project may evolve, however, neither the city nor the Dunwoody Facilities Authority shall be liable to pay more than \$1,000,000. The current estimated total cost of the project is over \$2,000,000.
- b. The city and the Dunwoody Facilities Authority hereby approve the partner selecting the specific vendors the partner engages for the project, pursuant to the facility usage agreement. The partner will enter into all contracts with architects, engineers, or other parties to complete the project independent of the city. All contracts entered into by the partner will be done through a competitive process. The city will not engage directly with any of the contractors or subcontractors. The city will only give funding to the partner and the partner will be responsible for all other obligations and liabilities under the facilities usage agreement.
- c. The city and the Dunwoody Facilities Authority hereby approve the partner commencing physical construction of the project prior to the total funds being raised for the project, pursuant to the facility usage agreement.
- d. The partner is free to expand the scope of the project beyond its currently estimated \$2,000,000 with all proper approvals under the existing usage agreement; however, the partner is required to spend at least \$2,000,000 (\$1,000,000 in city funding and \$1,000,000 in partner funding) on architectural, engineering, construction, furniture, fixtures, or equipment by the end of the project.

Commented [JV1]: Council wanted to make sure something was referenced with this. We know it will happen, but adding it in.

Commented [JD2]: Please revise this to include a description of the approvals are required to adjust the budget. We are working now with Pond to finalize the construction plans, and if that leads to adjustments in the budget (including adjustments between categories in the budget or changes in the total project cost), will we need to obtain approvals from the City for those adjustments? What's the process for obtaining approval? If a change is just between budget categories (and not overall budget), will that also require City approval?

Commented [JV3R3]: Added in 'within any usage agreement'

- e. The partner and city will use the reimbursement method in Section III below to allow the partner to commit to the project but also have the city help with cash flow of the same.
- f. The partner is still obligated to receive all approvals from the Dunwoody Facilities Authority as indicated in the facility usage agreement that have not been received in this MOA. Except as otherwise provided in this MOA, funding given through this agreement does not constitute the Dunwoody Facilities Authority approval in any manner unless done through the existing usage agreement.
- g. All improvements during this time to the facility will remain the property of the Dunwoody Facilities Authority.

III. Method of Reimbursement

- a. The partner will be responsible for the first \$500,000 of obligation for all aspects of the project. Once \$500,000 has been expended by the partner, the partner will then forward all documents proving expenditure along with a project status report to the Finance Director and Parks Director of the city (collectively, the "Expenditure Documents"). The Finance Director and Parks Director will review all documentation to confirm that the partner has completed and paid for \$500,000 of work. Within thirty (30) days after the partner delivers the Expenditure Documents as provided in this section. The Finance Director or designee of same will either notify the partner of any information missing from the Expenditure Documents or will transfer to the partner \$250,000 of city funding toward the \$1,000,000 city allotment.
- b. After a total of \$1,000,000 has been spent by the partner, the partner will then forward all Expenditure Documents to the Finance Director and Parks Director of the city. The finance director and parks director will review all documentation to confirm that the partner has completed and paid for \$1,000,000 of work. Within thirty (30) days after the partner delivers the Expenditure Documents as provided in this section, then the Finance Director or designee of same will either notify the partner of any information missing from the Expenditure Documents or will transfer an additional \$250,000 (new total \$500,000) of city funding toward the \$1,000,000 city allotment.
- c. After a total of \$1,500,000 has been spent by the partner, the partner will then forward all Expenditure Documents to the Finance Director and Parks Director of the city. The finance director and parks director will review all documentation to confirm that the partner has completed and paid for \$1,500,000 of work. Within thirty (30) days after the partner delivers the Expenditure Documents as provided in this section then the finance director or designee of same will either notify the partner of any information missing from the Expenditure Documents or will transfer an additional \$500,000 (new total \$1,000,000) of city funding toward the \$1,000,000 allotment.
- d. Should the city manager, finance director, and parks director concur that the partner is meeting all construction goals, but cash flows are hindering progression, then (b) and (c) may be interchanged above so that in order the payments are \$250,000, \$500,000, and \$250,000. Upon this change, the city council will be notified in writing that it occurred.

IV. Administrative Issues

- a. This agreement will commence upon execution by both parties and expire December 31, 2024, unless agreed to by all parties to be extended to a later date. Should the partner fail to spend \$2,000,000 by December 31, 2024, the partner will pay back the city half of the difference between \$2,000,000 and the final cost of the project; so that the city will

have only paid half of the final costs. Should the partner's contracts for the project be extended in time beyond December 31, 2024, the date above will be extended by such amendment without the need to amend this MOA. Should the partner complete the project earlier than the expiration date, then the partner will notify the city in writing and upon the city's acknowledgement, this agreement will expire. The city's expenses incurred in completing the stormwater management improvements are in addition to the City Project Funding, and the partner has no obligation to match these additional city expenses.

- b. Both parties agree in the event of any dispute between them relating to this memorandum, they shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within thirty days, the parties agree that the dispute will be negotiated between them through mediation of the city's internal auditor. The costs of mediation shall be shared equally by the parties. Neither party waives its legal rights to adjudicate this agreement in a legal forum.
- c. This agreement shall not modify the current facility usage agreement(s) or subsequent amendment(s) thereto between the partners and any party hereto. The current usage agreement(s) between the parties regarding the subject property shall be incorporated herein as if laid out verbatim. Notwithstanding anything herein to the contrary, the referenced and incorporated usage agreement(s) shall control over any conflicting provisions herein. The sole purpose of this agreement is to allow the city to contribute funding towards the improvement of an asset which is public property for the benefit of health, welfare and safety of the public.

d. All correspondence to the city and the Facilities Authority should be sent to:

City Manager
City of Dunwoody
4800 Ashford Dunwoody Rd
Dunwoody GA 30338

e. All correspondence to the partner should be sent to:

Person/Title:
Partner:
Address:

City of Dunwoody, Georgia

By: _____ Date: _____
Lynn P. Deutsch, Mayor

Attest: _____
Sharon Lowery, City Clerk

Approved as to Form: _____ Date: _____
City of Dunwoody Staff Attorney

Partner Name: NAME

By: _____ Date: _____

Signature

Printed Name/Title

Attest: _____
Signature

Printed Name

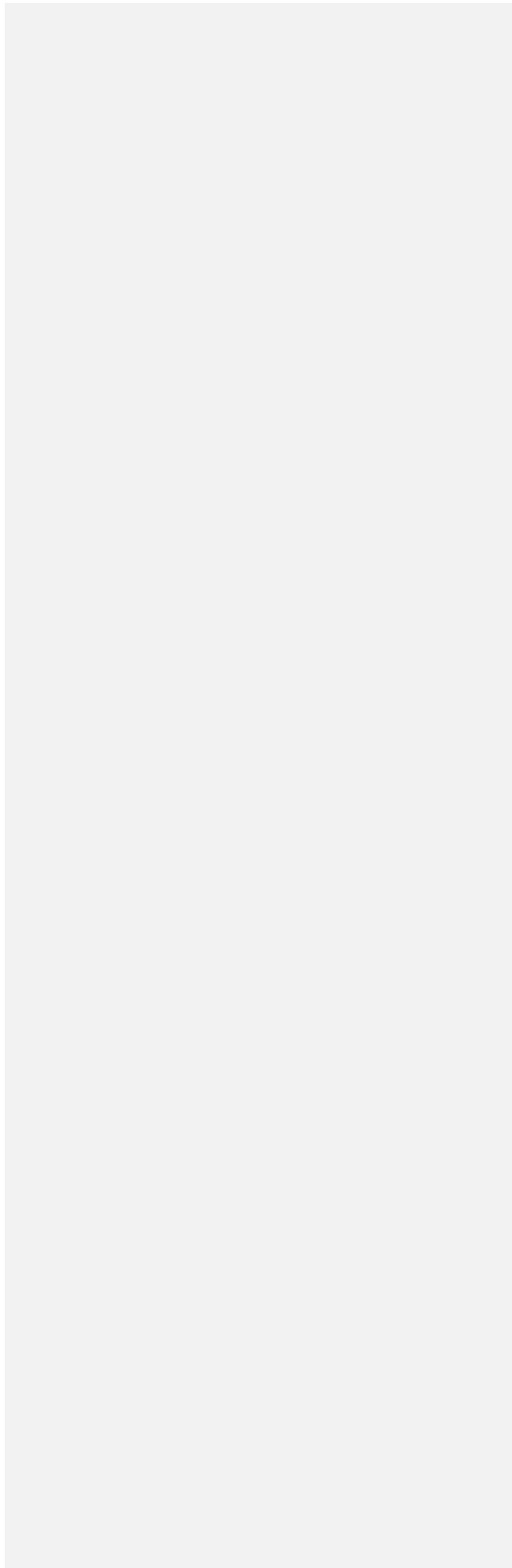
Dunwoody Facilities Authority

By: _____ Date: _____

Name _____

Attest: _____

Name: _____



Attachment A
Facilities Usage Agreement

STATE OF GEORGIA CITY OF
DUNWOODY

FACILITY USAGE AGREEMENT

THIS AGREEMENT by and between the City of Dunwoody Public Facilities Authority, Georgia, a municipal body politic and corporate, hereinafter designated "AUTHORITY," and SPRUILL Center for the Arts, Inc., 5339 Chamblee Dunwoody Road, Dunwoody, Ga. 30338, a private nonprofit organized under the laws of the State of Georgia, hereinafter designated "SPRUILL" is effective as of November 20, 2019

WITNESSETH:

WHEREAS, AUTHORITY owns the North DeKalb Cultural Arts Center, 5339 Chamblee Dunwoody Road, Dunwoody, Georgia, including structures located thereon, now or in the future (hereinafter designated as the "NDCC"), for the purpose of serving the residents and guests of the City of Dunwoody and its surroundings; and

WHEREAS, SPRUILL is a charitable non-profit organization established in 1975 and dedicated to promoting the arts with high quality education, programming, and exhibits for the purpose of cultivating a sense of community and connection in Dunwoody and Metro Atlanta.

WHEREAS, the City of Dunwoody and SPRUILL have a longstanding working relationship established for the purpose of operating, developing, enhancing, and maintaining the "NDCAC". The terms of the relationship have been set forth in prior written agreements. Pursuant to that relationship, SPRUILL 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 NDCAC along with those activities set forth as Obligations of Spruill on Attachment "A".

WHEREAS, SPRUILL does now and desires to continue to operate the 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, SPRUILL agrees to operate and utilize the Facilities located thereon in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and promises to 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 SPRUILL use of ten thousand eight hundred forty four (10,844) square feet of space delineated on the Floor Plan Layout attached hereto as Attachment B and by reference made a part hereof (hereinafter referred to as "Spruill Facilities") as designated and attached hereto as Attachment B and by reference made a part hereof, provided however that areas not designated as land or Facilities on Attachment B may not be used or programmed by SPRUILL to the exclusion of the public. Such portions of the complex must always remain accessible to the public.
2. SPRUILL shall pay rent of Three Thousand Twenty-Nine and No/100ths Dollars (\$3,029.00) per month to be paid to AUTHORITY on the first day of each month of occupancy (hereinafter "Initial Rent"), with payment for partial months of occupancy to be prorated accordingly. Payments are to be made to "City of Dunwoody, Georgia" 4800 Ashford Dunwoody Road, Dunwoody, Georgia 300338. SPRUILL shall pay an additional charge of five percent (5%) of the Service Charge Cost as a late payment charge if the regular monthly Service Charge Cost is not received when due and payable. A late payment charge will be incurred by the SPRUILL if the monthly Service Charge Cost has not been received by the AUTHORITY by

the fifth day of each month.

3. The Initial Rent shall be based upon the square footage of the Spruill Facilities as of the date of the execution of this Agreement. Should the AUTHORITY grant SPRUILL additional square footage to be subject to this Agreement, the rental amount shall be adjusted consistent with the per square foot rate; provided, however, should the parties agree that SPRUILL construct a capital improvement upon any additional square footage being granted to SPRUILL subject to paragraph 6(d) below, the rent for the additional square footage shall be in a nominal amount until such time as the twenty (20) year amortization period for SPRUILL's capital expenditure has passed. Upon the completion of the twenty (20) year amortization period, rent for the additional square footage shall be paid consistent with the per square footage rent for the remainder of the Spruill Facilities.

4. Each year commencing on January 1, 2020, and each January 1 thereafter, the rental payment due and payable to the AUTHORITY (as amended pursuant to the terms of this Agreement) shall be adjusted upward by the amount of two percent (2%) for the current year period from January 1 through December 31,

5. 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, 2059 unless terminated earlier in accordance with the termination provisions of the Agreement.

6. 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 SPRUILL materially breaches or defaults the terms and conditions set forth herein. AUTHORITY shall provide written notice to SPRUILL 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, SPRUILL 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 6(d) will not apply to the termination or cancellation.

(c) SPRUILL reserves the right to terminate and cancel this Agreement or any extension or renewal thereof at any time AUTHORITY materially breaches the term and conditions set forth herein. SPRUILL 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 SPRUILL 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, except for reasons set forth above in 6(b) above, 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 Facility improvements which: (1) have been expressly approved in advance by the Authority, and (2) accepted by the AUTHORITY upon completion, the AUTHORITY will pay SPRUILL 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 SPRUILL funds for the 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 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 Facilities, all such fixed and permanent improvements upon the Facilities shall remain the property of the AUTHORITY, free and clear of all liens and encumbrances.

7. 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 mail and addressed as follows:

City of Dunwoody Public Facilities Authority
4800 Ashford Dunwoody Road
Dunwoody, GA 30338
Attn: Chairman

Spruill Center for the Arts
5339 Chamblee Dunwoody Road Dunwoody, GA
30338
Attn: CEO or Executive Director

8. 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.

9. The AUTHORITY and SPRUILL 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. SPRUILL agrees to provide AUTHORITY with appropriate information about its program activities, including program operating hours, in order to facilitate operation of the Facilities and coordination by the AUTHORITY.

10. SPRUILL 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 SPRUILL, its officers, agents, or employees, up to, but not exceeding, the limits of SPRUILL's insurance policies set forth below. Neither this Agreement, nor this provision specifically, shall waive or limit SPRUILL'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 located thereon.

11. Except as otherwise consented to in writing by AUTHORITY, SPRUILL 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. Further, the AUTHORITY shall have the right to require the adjustment of the coverage limits hereunder based upon reasonable operational and market changes as may occur in the future.

12. Except as otherwise consented to in writing by AUTHORITY, SPRUILL 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, SPRUILL shall deliver to the AUTHORITY a certificate renewing or extending the term for a period of at least one (1) year, or a certificate acceptable to the AUTHORITY evidencing the required insurance coverage.

13. To the extent permitted by law, the AUTHORITY and CITY of DUNWOODY shall indemnify, defend, and hold the SPRUILL 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 SPRUILL as a result of or in connection with the physical condition of the 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.

14. SPRUILL 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. SPRUILL 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. SPRUILL acknowledges that failure to do so may constitute a material breach of this Agreement.

15. All revenues received by SPRUILL for its programming, rental or usage fees, or other revenues generated in the operation of SPRUILL shall be and remain the sole property of SPRUILL.

16. SPRUILL is a primary fundraising agent for the 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 Facilities. SPRUILL exercises control over its own fundraising and funds received shall remain with SPRUILL upon termination or expiration of the Agreement. However, if SPRUILL has begun construction on a capital project for which SPRUILL has raised money to complete at the time of termination or expiration of this Agreement, SPRUILL will complete such construction

17. SPRUILL may commence physical construction of capital projects at the 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. SPRUILL may also request approval from the AUTHORITY to commence physical construction of capital projects at the 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.

18. Upon approval of the AUTHORITY, SPRUILL 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 capital projects for which SPRUILL has raised money to complete. The parties shall recognize SPRUILL as the Facility operator and in such capacity shall have primary discretion regarding selection and management of vendors; provided that SPRUILL shall comply with all Federal, State and local law regarding said project.

19. SPRUILL 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.

20. The AUTHORITY or its designee shall have the right to conduct events in the Facilities separate from SPRUILL's operations, so long as said events do not interfere with existing scheduled events or programming of the SPRUILL nor materially disrupt the operation of the Facilities by SPRUILL. By December 1, of the calendar year, SPRUILL 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 SPRUILL on said events to make sure there is no such interference and shall use its best efforts to provide SPRUILL 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.

21. The occupancy and use by SPRUILL of the Facilities, and rights herein conferred upon SPRUILL shall be subject to rules and regulations as are now or may hereinafter be prescribed by the AUTHORITY.

22. 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, SPRUILL is to be and shall remain as an independent contractor.

23. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

24. 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.

25. 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.

26. SPRUILL 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 dispossessionary rights and remedies provided in O.C.G.A. § 44-7-49, et seq as may be amended in the future.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. When applicable, the Contractor will provide Evidence of Compliance as follows: Contractor (SPRUILL) 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:

(a) Provide at least one secure and verifiable document, as defined in Code Section 50-36-2;

(b) 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 20th day of November, 2019.

Spruill: Spruill Center for the Arts, Inc.

By: Robert G. Kinsey
Signature
Robert G. Kinsey
Name (Typed or Printed)
CEO
Title
58-1326782
Federal Tax I.D. Number

AUTHORITY: City of Dunwoody Public Facilities Authority

Dennis Shorter
AUTHORITY Chair
AUTHORITY of Dunwoody, Georgia

ATTEST:
Charlotta Stevens
Signature
CHARLOTTA STEVENS
Name (Typed, or Printed)
Administration Director
Title

ATTEST:
Sharon Lowery
AUTHORITY Clerk

APPROVED AS TO FORM:
[Signature]
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) 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: Robert G. Kinsey Date: 11-06-2019

Printed Name: Robert G. Kinsey

*Alien Registration number for non-citizens: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF 11-6-2019
_____ 20

*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:

Fran E. Fuchs
Fran E. Fuchs.



Attachment A

I. OBLIGATIONS OF THE AUTHORITY

The AUTHORITY agrees to:

- a. Allow the non-exclusive use of the Facilities located thereon to SPRUILL under expressed terms and conditions set forth by the AUTHORITY herein for the purpose of conducting arts 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 art programs, community interest and welfare. If SPRUILL 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. SPRUILL shall be able to utilize the Facilities located thereon on Sundays-Saturdays from 7am-11pm. SPRUILL shall have authority to establish hours of operation for the Facilities, which may at times operate outside of normal hours.
- b. Upon request by SPRUILL or potential donors, AUTHORITY will provide written letters to potential donors confirming that the SPRUILL has the authority to manage and perform capital construction projects and other fundraising for the benefit of the Facilities and the public on behalf of the AUTHORITY.
- c. Provide:
 - i. general, standard, and customary maintenance of the Facilities located thereon, now or in the future, including but not limited to the Education Center buildings, pavilions, parking areas, public restrooms, and other associated structures and areas the responsibility for maintenance of which is not specifically assigned to the SPRUILL 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 the Center's public restrooms, classrooms and offices as designated in Attachment B;
 - v. maintenance of the grounds, landscaping, parking areas, and other walkways, including tree removal as needed and weekly mowing and removal of yard debris; and
 - vi. payment of water, electric and gas utility bills associated with the Facility.
- d. Ensure that the Facilities located thereon comply at all times with all federal, state, county, municipal laws, regulations, ordinances and other governmental mandates.

II. OBLIGATIONS OF SPRUILL

SPRUILL agrees to:

- a. Provide programs in accordance with all guidelines set forth by the AUTHORITY, SPRUILL 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. SPRUILL 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 federal, state, county and city governments where applicable.
- c. Maintain the Facilities to include a clean programming space and exhibits and make minor Facility repairs needed to ensure a proper safe programming area.
- d. Maintain a schedule of all functions at the Facilities and submit a report if requested of all recorded functions of the previous year to the AUTHORITY each January to include date, use and number of participants.
- e. Adhere to all other provisions contained in this Agreement.

III. SPRUILL'S MAINTENANCE RESPONSIBILITIES

- a. SPRUILL is responsible for daily clean-up, placing litter in proper containers prior to leaving the Facilities after each function.
- b. SPRUILL 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. SPRUILL 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. SPRUILL 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 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. SPRUILL'S SAFETY PRECAUTIONS

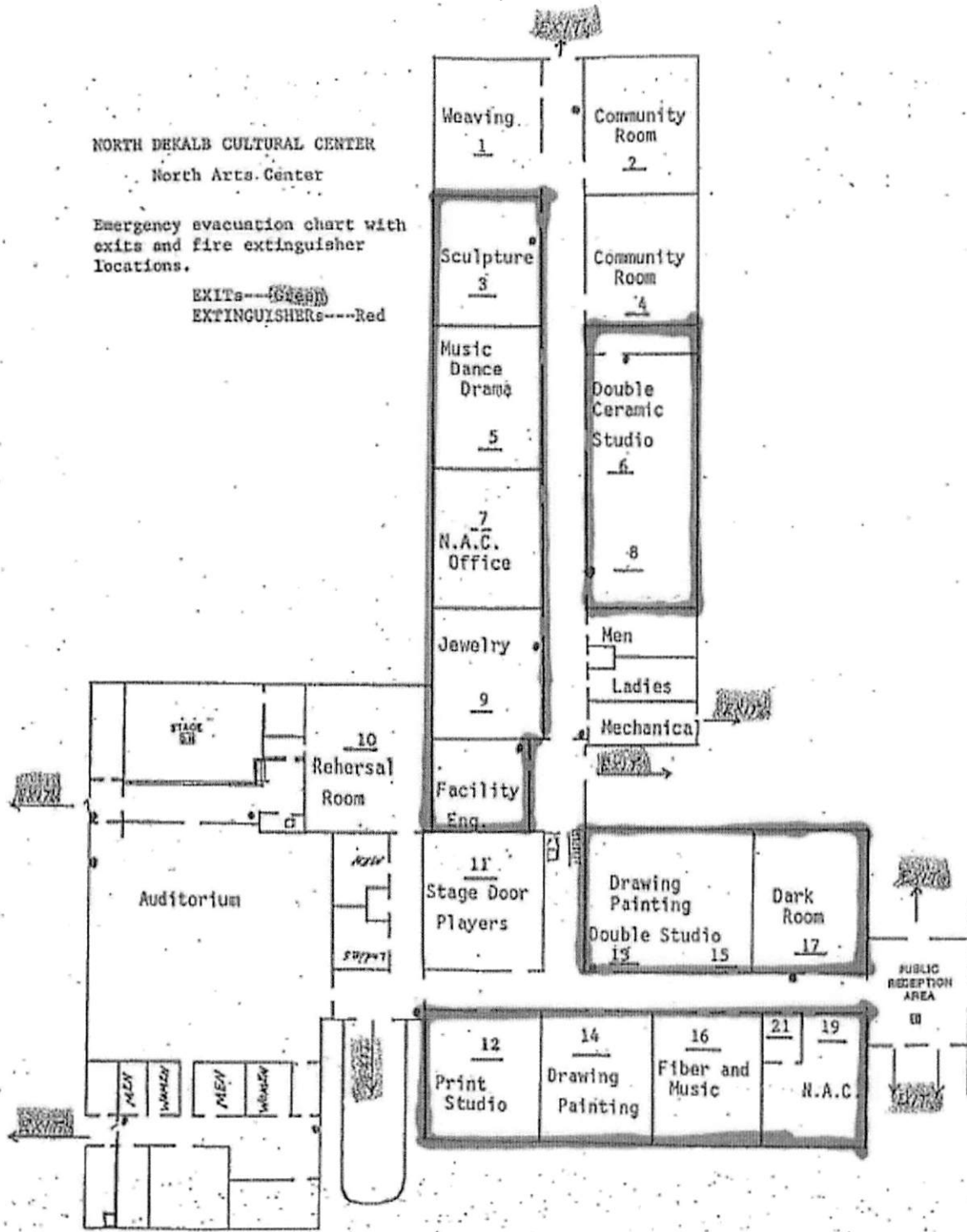
- a. SPRUILL agrees to administer its activities at the Facilities in a safe and professional manner, having a sufficient number of adults present to supervise all scheduled activities, from the time the first person arrives until the last person departs.
- b. Upon reasonable advance notice to SPRUILL, 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 SPRUILL will result in SPRUILL being prohibited from using the Facilities.

Attachment B

NORTH DEKALB CULTURAL CENTER
North Arts. Center

Emergency evacuation chart with
exits and fire extinguisher
locations.

EXITS---(GREEN)
EXTINGUISHERS---Red



Attachment B

Description of Project and Budget

April 30th, 2021
Spruill Arts Center – Dunwoody
5339 Chamblee Dunwoody Rd

Attn. Bill Butler,

Our proposal is based upon the architectural, structural and MEP drawings from Tracy Ward Architects dated 11/26/2019.

(see attached proposal following clarifications)

Exclusions:

- Security System
- Low voltage data cabling
- Furniture, appliances and other furnishings

Clarifications and Assumptions:

1. General
 - a. Work is priced to be done during normal working hours.
 - b. Temporary protection and fencing included to protect common areas where needed.
2. Demolition/Site work
 - a. Demolition and haul-off of existing bldg. overhang, stairs, trees/landscaping included.
 - b. Site surveying, earthwork, grading, erosion control, and storm water tie-in included based off of architectural site plan and site visit, no civil drawings.
 - c. Contingency provided for new landscaping.
3. Concrete
 - a. New concrete footings, CIP walls, slabs, sidewalks, ramps, and stairs included per plans.
 - b. Rebar, wire mesh, vapor barriers, and grout included.
4. Masonry
 - a. New modular brick included at all new exterior walls per plans.
 - b. CMU walls, reinforcing rebar/lintels, grout and mortar included per plans.
5. Metals
 - a. Structural steel columns, bar joists, decking, and railings included per structural plans.
 - b. Engineered drawings, anchors, erection equipment included.
6. Millwork/Carpentry
 - a. Pricing includes all wood blocking, plastic laminate countertops in the restrooms, and plywood decking at new roof.

7. Thermals & Moisture Protection
 - a. New standing seam metal roof, gutters, and downspouts included per drawings.
 - b. Flashing, caulking, waterproofing, rain-leader tie ins included in pricing.
 - c. EIFS exterior included at 2nd level per elevations.

8. Doors/ Frames/ Hardware & Glass/Glazing
 - a. All new doors, frames, and hardware included per door schedule.
 - b. Hardware priced as Sargent Mortise locks.
 - c. Note, doors 100,101D,101E,101F are not on the door schedule and are excluded, more info needed here.
 - d. All exterior glass windows, door glass, storefront doors and sectional overhead doors included per plans.

9. Finishes
 - a. Drywall/ Acoustical includes:
 - i. New partitions, batt insulation, GYP soffits and ceilings.
 - ii. All exterior framing and sheathing.
 - iii. Prefabricated metal trusses at new roof.
 - b. Flooring/ Tile:
 - i. Pricing includes budget for LVT, RB, and concrete sealing, no specs given.
 - c. Painting:
 - i. Pricing includes all interior painting on walls and exposed ceilings, exterior painting included at building addition only.

10. Specialties
 - a. All restroom partitions accessories and Fire Extinguishers/Cabinets included.
 - b. Partitions priced as plastic laminate.

11. Equipment – NIC
12. Furnishings – NIC
13. Special Construction – NIC
14. Conveying Equipment – NIC

15. Mechanical
 - a. Plumbing
 - i. Pricing includes all new fixtures and connections per drawings.
 - b. HVAC
 - i. Pricing includes all equipment, ductwork, t-stats per drawings and test & balance of system. DDC controls excluded.
 - c. Sprinkler
 - i. Base price includes cost to sprinkler building addition.
 - ii. Note – no sprinkler system existing, alternate pricing provided to bring service to the building, build riser, and cover the existing space – sprinkler scope for building addition is contingent on this.

16. Electrical
 - a. New power, devices, lighting and switching included per drawings.
 - b. Connections to mechanical equipment provided per drawings.

17. Low Voltage – NIC
18. Fire Alarm – NIC

19. General Notes
 - a. Permit fees are included.

Please don't hesitate to call if you have any questions or comments.

Sincerely,

Bryan Everett

Bryan Everett – Project Manager
Hollandsworth Construction



Contact:
Bryan Everett
Bryan@hollandsworthconstruction.com
404-312-1276

Job:	Spruill Arts Center
Location:	Dunwoody
Address:	5339 Chamblee Dunwoody Rd
Square Feet:	7,558

Div.	Description	Qty	U/M	Material		Labor		Subcontract		Total
				U/C	Subtotal	U/C	Subtotal	U/C	Subtotal	
1	General Conditions									
	Superintendent	23	wk	\$0	\$0	\$2,000	\$46,000	\$0	\$0	\$46,000
	Asst. Superintendent	0	wk	\$0	\$0	\$1,600	\$0	\$0	\$0	\$0
	Project Manager	8	wk	\$0	\$0	\$2,000	\$16,000	\$0	\$0	\$16,000
	Project Engineer	0	wk	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0
	General Foreman	0	wk	\$0	\$0	\$1,100	\$0	\$0	\$0	\$0
	Foreman	0	wk	\$0	\$0	\$980	\$0	\$0	\$0	\$0
	Temporary protection/temp toilets	7,558	sf	\$0.55	\$4,157	\$0.30	\$2,267	\$0	\$0	\$6,424
	Temporary fence around property	5	mo	\$0.00	\$0	\$0.00	\$0	\$1,050	\$5,250	\$5,250
	Daily Clean-Up	22	wk	\$175	\$3,850	\$300	\$6,600	\$0	\$0	\$10,450
	Final Clean-Up	7,558	sf	\$0	\$0	\$0	\$0	\$1	\$7,558	\$7,558
	Mobile Phones	5.00	mo	\$0	\$0	\$0	\$0	\$150	\$750	\$750
	Trucks & Fuel	5.00	mo	\$0	\$0	\$0	\$0	\$1,200	\$6,000	\$6,000
	Insurance	5.00	mo	\$0	\$0	\$0	\$0	\$1,500	\$7,500	\$7,500
	Subtotal - General Conditions				\$8,007		\$70,867		\$27,058	\$105,932
2	Demolition/Debris Removal									
	Dumpster	20	ea	\$450	\$9,000	\$0	\$0	\$0	\$0	\$9,000
	Demolition - cornice/overhang	250	lf	\$0	\$0	\$0	\$0	\$50	\$12,500	\$12,500
	Surveying	1	ls	\$0	\$0	\$0	\$0	\$5,000	\$5,000	\$5,000
	Demolition - existing trees, concrete stairs as necessary	1	ls	\$0	\$0	\$0	\$0	\$32,500	\$32,500	\$32,500
	Earthwork - haul off dirt	1,833	cy	\$0	\$0	\$0	\$0	\$32	\$59,400	\$59,400
	Erosion Control	1	ls	\$0	\$0	\$0	\$0	\$10,000	\$10,000	\$10,000
	Storm sewer drains - tie into existing storm	1	ls	\$0	\$0	\$0	\$0	\$24,000	\$24,000	\$24,000
	Landscaping & Contingency	1	ls	\$0	\$0	\$0	\$0	\$26,100	\$26,100	\$26,100
	Subtotal - Demolition/Debris Removal				\$9,000		\$0		\$169,500	\$178,500
3	Concrete									
	New slab on grade and foundations	4,666	sf	\$6	\$27,996	\$0	\$0	\$7	\$32,662	\$60,658
	New slab on metal deck	2,600	sf	\$6	\$15,600	\$0	\$0	\$5	\$13,000	\$28,600
	Concrete footing for new CMU walls - 2' wide	702	lf	\$14	\$9,828	\$0	\$0	\$12	\$8,424	\$18,252
	Concrete footing for new concrete retaining wall - 5' wide	210	lf	\$54	\$11,340	\$0	\$0	\$23	\$4,830	\$16,170
	Concrete footing for new concrete retaining wall - 3' wide	180	lf	\$29	\$5,220	\$0	\$0	\$23	\$4,140	\$9,360
	New Concrete sidewalks & ramp	1,650	sf	\$4	\$7,260	\$0	\$0	\$7	\$11,550	\$18,810
	Exterior concrete stairs	350	sf	\$12	\$4,200	\$0	\$0	\$28	\$9,800	\$14,000
	CMU fill cells - grout	47	cy	\$209	\$9,823	\$0	\$0	\$28	\$1,316	\$11,139
	Retaining Wall at building- concrete - 1' wide x 14' tall	250	lf	\$158	\$39,500	\$0	\$0	\$128	\$32,000	\$71,500
	Retaining Wall at sidewalk - concrete - 1' wide x 4' tall	180	lf	\$77	\$13,860	\$0	\$0	\$62	\$11,160	\$25,020
	Subtotal - Concrete				\$144,627		\$0		\$128,882	\$273,509
4	Masonry									
	New brick - at exterior walls	20,000	ea	\$0	\$0	\$0	\$0	\$4	\$89,800	\$89,800
	New CMU walls - grout each cell	10,000	ea	\$0	\$0	\$0	\$0	\$16	\$164,900	\$164,900
	Subtotal - Masonry				\$0		\$0		\$254,700	\$254,700
5	Metal									
	Structural metal columns, joists, deck & framing	1	ls	\$0	\$0	\$0	\$0	\$111,126	\$111,126	\$111,126
	Patio/Stair/Ramp railing	1	ls	\$0	\$0	\$0	\$0	\$14,300	\$14,300	\$14,300
	Subtotal - Metal				\$0		\$0		\$125,426	\$125,426
6	Carpentry/Millwork									
	Laminate Countertops in RR	1	ls	\$0	\$0	\$0	\$0	\$5,548	\$5,548	\$5,548
	Plywood Deck at metal roof	7,600	sf	\$2	\$18,924	\$0	\$0	\$1	\$7,600	\$26,524
	Wood blocking	1	ls	\$1,500	\$1,500	\$2,500	\$2,500	\$0	\$0	\$4,000
	Subtotal - Carpentry/Millwork				\$20,424		\$2,500		\$13,148	\$36,072
7	Thermals/ Moisture Protection									
	New Metal Roofing, Gutters, Downspouts	1	ls	\$0	\$0	\$0	\$0	\$113,180	\$113,180	\$113,180
	EIFS subquote	1	ls	\$0	\$0	\$0	\$0	\$29,457	\$29,457	\$29,457
	Caulking/waterproofing	1	ls	\$0	\$0	\$0	\$0	\$25,850	\$25,850	\$25,850
	Subtotal - Thermals/ Moisture Protection				\$0		\$0		\$168,487	\$168,487
8	Doors/Frames/Hardware									
	Doors, frames, & hardware	1	ls	\$16,568	\$16,568	\$0	\$0	\$1,250	\$1,250	\$17,818
	Subtotal - Doors/Frames/Hardware				\$16,568		\$0		\$1,250	\$17,818
8	Glass & Glazing									
	Glass subquote - Interior doors and walls; Exterior storefront windows	1	ls	\$0	\$0	\$0	\$0	\$70,600	\$70,600	\$70,600
	Glass sectional overhead doors	1	ls	\$0	\$0	\$0	\$0	\$18,842	\$18,842	\$18,842
	Subtotal - Glass & Glazing				\$0		\$0		\$89,442	\$89,442

9 Drywall / Acoustical									
Drywall ceilings at restrooms only	3,000	sf	\$0	\$0	\$0	\$0	\$6	\$18,600	\$18,600
Metal Roof trusses	1	ls	\$18,235	\$18,235	\$0	\$0	\$32,500	\$32,500	\$50,735
Metal Framing at new high roof - knee wall	2,500	sf	\$0	\$0	\$0	\$0	\$11	\$28,725	\$28,725
Densglass behind EIFS	2,500	sf	\$0	\$0	\$0	\$0	\$6	\$16,225	\$16,225
New acoustical ceiling tile & grid - NIC		sf	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Drywall / Acoustical			\$18,235	\$18,235	\$0	\$0	\$6	\$96,050	\$114,285
9 Painting									
Painting subquote - Interior & Exterior	1	ls	\$0	\$0	\$0	\$0	\$31,199	\$31,199	\$31,199
Painting - add for exposed deck & spiral duct	7,500	sf	\$0	\$0	\$0	\$0	\$1	\$9,375	\$9,375
Subtotal - Painting			\$0	\$0	\$0	\$0	\$1	\$40,574	\$40,574
9 Flooring									
LVT - Allowance	5,220	sf	\$0	\$0	\$0	\$0	\$5	\$26,100	\$26,100
Sealed concrete	2,500	sf	\$0	\$0	\$0	\$0	\$3	\$7,500	\$7,500
Rubber Base	1,420	lf	\$0	\$0	\$0	\$0	\$1	\$1,846	\$1,846
Floor prep	1	ls	\$0	\$0	\$0	\$0	\$1,330	\$1,330	\$1,330
Subtotal - Flooring			\$0	\$0	\$0	\$0	\$1,330	\$36,776	\$36,776
10 Specialties									
Toilet Accessories - Mirrors; Grab Bars; Toilet paper holders	1	ls	\$2,958	\$2,958	\$0	\$0	\$1,225	\$1,225	\$4,183
Toilet partitions - plastic laminate	1	ls	\$4,850	\$4,850	\$0	\$0	\$1,225	\$1,225	\$6,075
FE Cabinets	2	ea	\$210	\$420	\$0	\$0	\$0	\$0	\$420
Subtotal - Specialties			\$8,228	\$8,228	\$0	\$0	\$2,450	\$2,450	\$10,678
15 Plumbing									
Plumbing for new building addition	1	ls	\$0	\$0	\$0	\$0	\$44,880	\$44,880	\$44,880
Subtotal - Plumbing			\$0	\$0	\$0	\$0	\$44,880	\$44,880	\$44,880
15 Sprinkler									
Sprinkler subquote for new addition only	1	ls	\$0	\$0	\$0	\$0	\$27,800	\$27,800	\$27,800
Subtotal - Sprinkler			\$0	\$0	\$0	\$0	\$27,800	\$27,800	\$27,800
15 HVAC									
HVAC for addition	1	ls	\$0	\$0	\$0	\$0	\$60,500	\$60,500	\$60,500
Spiral duct in exposed ceiling areas	1	ls	\$0	\$0	\$0	\$0	\$11,900	\$11,900	\$11,900
Subtotal - HVAC			\$0	\$0	\$0	\$0	\$72,400	\$72,400	\$72,400
16 Electrical									
Electrical - power & lighting for building addition	1	ls	\$0	\$0	\$0	\$0	\$85,620	\$85,620	\$85,620
Subtotal - Electrical			\$0	\$0	\$0	\$0	\$85,620	\$85,620	\$85,620
16 Fire Alarm									
NIC	0	ls	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Fire Alarm			\$0	\$0	\$0	\$0	\$0	\$0	\$0
16 Low Voltage									
NIC	0	ls	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal - Low Voltage			\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permits									
Building Permit & Expeditor Allowance	1	ls	\$0	\$0	\$0	\$0	\$8,500	\$8,500	\$8,500
Subtotal - Division & General Conditions			\$225,089	\$225,089	\$73,367	\$73,367	\$1,392,943	\$1,392,943	\$1,691,399
Sales Tax	7%			\$15,756					\$15,756
Labor Burden	28%					\$20,543			\$20,543
Subtotal - Before Fees									\$1,727,698
Fee	5.00%								\$90,931
TOTAL									\$1,818,630
Contingency									10.00%
TOTAL									\$202,069
TOTAL									\$2,020,698

ALTERNATES:

Sprinkler added for entire existing building	1	ls	\$0	\$0	\$0	\$0	\$149,453	\$149,453	\$149,453
Remove and reinstall ceiling tiles and grid as needed for new sprinkler installation	1	ls	\$0	\$0	\$0	\$0	\$27,750	\$27,750	\$27,750
Fire line from hydrant across road - Jack & Bore	1	ls	\$0	\$0	\$0	\$0	\$56,000	\$56,000	\$56,000
Patch asphalt from fire line	1,050	sf	\$0	\$0	\$0	\$0	\$13	\$13,986	\$13,986
Build New Riser room	1	ls	\$0	\$0	\$0	\$0	\$15,820	\$15,820	\$15,820
Alternate - Overhead & profit	1	ls	\$0	\$0	\$0	\$0	\$17,300	\$17,300	\$17,300
TOTAL PRICE FOR ADDING SPRINKLER TO EXISTING ARTS BUILDING	1	ls					\$0	\$0	\$280,310
		ls					\$0	\$0	\$0
Deduct if we can use CPVC sprinkler piping in concealed areas	1	ls					(\$12,500)	(\$12,500)	-\$12,500

Spruill has recovered to pre-pandemic levels of building usage. In 2021, Spruill:

- Offered 764 classes
- Served 8,147 adult and youth students
- Another 449 students remained on our waitlists and were unable to enroll.
- Had a total of 44,097 daily participants that utilized the facility for classes, workshops, and open studios.



Limited space impacts all aspects of our operations:

Initiatives like free youth classes (425 students in 2021), outreach and partnerships are limited due to space constraints. This missing revenue also prevents us from supporting community programs like public art. It also means:

- Waitlists – in 2021, 449 students on waitlists means a loss of potential revenue of >\$100,000
 - Already this year we have 178 students on a waitlist – a loss of >\$40,000
- No availability for workshops or events
 - In 2021 these were hosted at barn at Brook Run or Shallowford
 - Each space has limited availability
 - This spring, we are looking at having to cancel offerings due to room conflicts
 - Summer is very limited with space for camps and adult classes
- Conflicts with other nonprofits in Dunwoody Cultural Arts Center



Spruill is long overdue for a similar investment from the City

Financial Implications:

Spruill has \$1.3 million to donate to the City for Expansion

- This amount allows us to maintain a 9 month operating reserve
- Build out expenses of \$211,200 to furnish classrooms after construction
- Current Kiln Room expansion is outside of this budget
- Expansion will add revenues of \$494,000 and the ability to serve an additional 2,000 students in the first full year of operation.



An expanded Dunwoody Cultural Arts Center



ARCHITECT
D. TRACY WARD
EST. 1993

 **Spruill Center** FOR THE **Arts**
CLASSES • EVENTS • GALLERIES

An expanded Dunwoody Cultural Arts Center



ARCHITECT
D. TRACY WARD
EST. 1993

 **Spruill Center** FOR THE **Arts**
CLASSES • EVENTS • GALLERIES

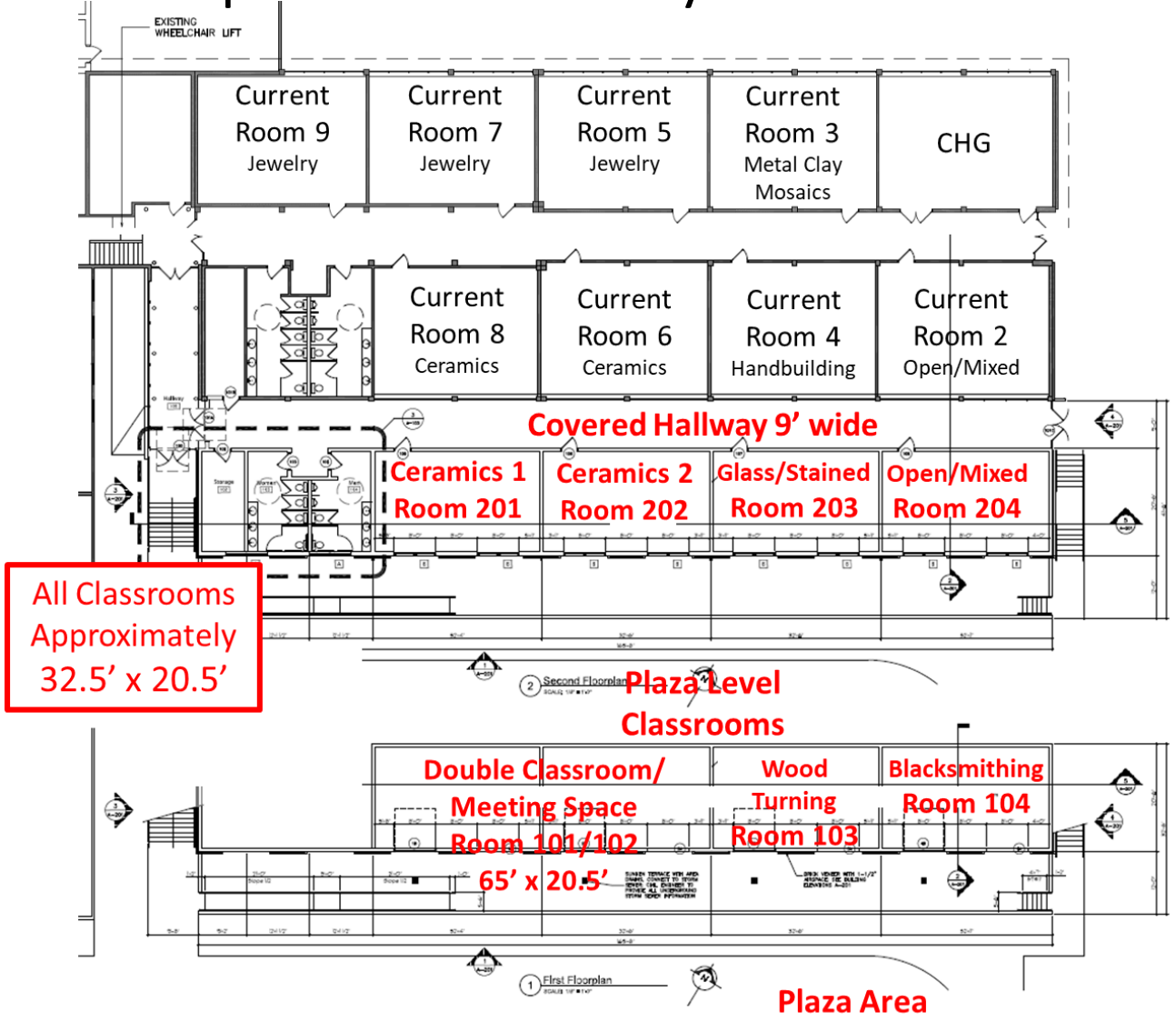
An expanded Dunwoody Cultural Arts Center



ARCHITECT
D. TRACY WARD
EST. 1993

 **Spruill Center** FOR THE Arts
CLASSES • EVENTS • GALLERIES

An expanded Dunwoody Cultural Arts Center



All Classrooms
Approximately
32.5' x 20.5'

Attachment A
Facilities Usage Agreement

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 dispossessory 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.

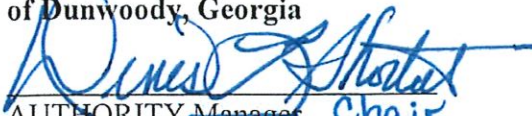
[SIGNATURES CONTINUE ON NEXT PAGE]

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 22nd day of January, 2018.

DNC: Dunwoody Nature Center, Inc.

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

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


AUTHORITY ~~Manager~~ Chair
AUTHORITY of Dunwoody, Georgia

ATTEST:

ATTEST:


Signature

Name (Typed or Printed)

Title


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: [Signature] Date: 2/7/18

Printed Name: Alan Motherer

*Alien Registration number for non-citizens: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 7th DAY OF February 2018

Notary Public: [Signature] 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:

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.

Attachment B

Description of Project and Budget

DUNWOODY NATURE CENTER IMPROVEMENTS CONCEPT OPINION OF PROBABLE COST							
Prepared by Pond & Company							
3/23/2022				COST			
ITEM				QUANTITY	UNIT	COST/UNIT	TOTAL
Classroom Facility							
New classroom building w/ restrooms				2,250.00	SF	\$425.00	\$956,250.00
New shade pavilion off of restroom & new restroom roof				1.00	EA	\$125,000.00	\$125,000.00
New artistic shade structure				1.00	EA	\$75,000.00	\$75,000.00
Install French drain and pump system along back of existing classroom building				1.00	LS	\$10,000.00	\$10,000.00
Hardscaping				1,400.00	SF	\$35.00	\$49,000.00
Concrete paving				165.00	SY	\$60.00	\$9,900.00
Remove asphalt paving				4,500.00	SF	\$2.00	\$9,000.00
Remove existing tool crib				1.00	EA	\$1,000.00	\$1,000.00
Site furnishings				1.00	LS	\$20,000.00	\$20,000.00
Tree removal				1.00	LS	\$5,000.00	\$5,000.00
Info kiosk & signage				1.00	LS	\$10,000.00	\$10,000.00
Deck expansion				175.00	SF	\$50.00	\$8,750.00
Landscape				1,000.00	SF	\$20.00	\$20,000.00
Art				1.00	LS	\$20,000.00	\$20,000.00
Grading complete				1.00	LS	\$150,000.00	\$150,000.00
CONSTRUCTION COST TOTAL							\$1,468,900.00
CONTINGENCIES AND SOFT COSTS							
						Engineering, Permitting, & Inspection (5% of Construction)	\$73,445.00
						Design Fee (12% of Construction)	\$176,268.00
						Contingency Percent (30% of Construction)	\$440,670.00
CONTINGENCIES AND SOFT COSTS TOTAL							\$690,383.00
CONSTRUCTION COSTS, CONTINGENCIES AND SOFT COSTS							\$2,159,283.00
INFLATION: 3.5% INCREASE PER YEAR							
						2021	\$ 2,234,857.91
						2022	\$ 2,313,077.93
						2023	\$ 2,394,035.66
						2024	\$ 2,477,826.91
						2025	\$ 2,564,550.85
Notes:							
1. Construction costs do not include costs incurred for phased project development.							
2. The Design, Permitting and Inspection contingency is included as a budget percentage that should be carried through the construction on the project. The contingency allows for current unknowns during the design and permitting process and unforeseen conditions and/or costs that may be encountered during these project phases.							
3. Design fees are included as a percentage of construction cost.							
4. Contingency percentages are included in the opinion of cost. The 30% contingency accounts for the details and associated costs that are yet unknown or unpredictable due to the current market.							
5. Investigations for ecology, geotechnical, and local, state and federal studies are not included. Environmental permitting costs are not included.							
6. For each additional year of project not moving to construction, 3.5% of total cost will be accrued to account for economic inflation.							
7. Any estimates as to costs are based on industry experience and the CONSULTANT is not responsible for changes in market conditions that affect construction, material or maintenance costs. Any changes to the project or additional expenses associated with same will not be the responsibility of the CONSULTANT.							

CLASSROOM FACILITY PREFERRED CONCEPT



PERSPECTIVE RENDERINGS



- 1. ENTRY FEATURE TO DETER VEHICULAR ACCESS - WAYFINDING SCULPTURE
- 2. REMOVE STORAGE SHED ON EXISTING BUILDING. CREATE INTERACTIVE FEATURE WALL ON BUILDING FACADE
- 3. LARGE BOULDERS TO DETER VEHICULAR ACCESS
- 4. INFORMATIONAL KIOSK
- 5. EXISTING CLASSROOM TO BE UTILIZED FOR STORAGE ONLY
- 6. FLEXIBLE OUTDOOR SPACE - PERMEABLE PAVEMENT - PLAY SPACE FOR CHILDREN & EVENT SPACE
- 7. PERIMETER SEATING
- 8. PLANTING BED
- 9. EXISTING RESTROOM BUILDING TO REMAIN
- 10. NEW CLASSROOM BUILDING - LARGE ENOUGH TO ACCOMMODATE THREE CLASSES OF 20 STUDENTS EACH

- 11. TOOL STORAGE ON BACK OF NEW CLASSROOM BUILDING
- 12. GRAVEL WALKWAY TO ACCESS TOOL STORAGE
- 13. ARTISTIC SHADE PERGOLA
- 14. COVERED PAVILION WITH PICNIC TABLES UNDERNEATH
- 15. EXPAND EXISTING DECK TO ALIGN WITH NEW CENTRAL AXIS FOR A MORE PROMINENT ENTRYWAY
- 16. EXISTING DECK
- 17. NEW PAVEMENT TO TIE INTO EXISTING ADA RAMP AND DECK STAIRS
- 18. EXISTING ADA RAMP TO REMAIN
- 19. EXISTING DECK TO REMAIN
- 20. EXISTING BUILDING TO REMAIN

EXAMPLE IMAGES

