

A RESOLUTION OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY TO SUPPORT THE CONSTRUCTION AND DEVELOPMENT OF A CULTURAL CENTER IN THE CITY OF SANDY SPRINGS IN PARTNERSHIP WITH THE GEORGIA COMMISSION ON THE HOLOCAUST, SUBJECT TO THE OCCURRENCE OF CERTAIN EVENTS; AND FOR OTHER PURPOSES.

WHEREAS, on October 9, 2018, the City of Sandy Springs Public Facilities Authority (“PFA”) entered into a Memorandum of Understanding (“MOU”) with Sandy Springs Hospitality and Tourism, Inc. (“Visit Sandy Springs”), and the Georgia Commission on the Holocaust (“Commission”); and

WHEREAS, the purpose of the MOU was to guide and direct the parties thereto with respect to their obligations related to the design and construction of a new building to house the Commission offices and exhibitions, Visit Sandy Springs offices, and a public rotating exhibition space (“Cultural Building”); and

WHEREAS, pursuant to the MOU, the PFA agreed, among other things, to commit to provide land for the construction of the Project, including taking all necessary steps to evaluate any environmental issues on the Project site, to include Phase 1 and Phase 2 environmental assessments, as necessary, and to pay a portion of the construction of the Cultural Building, if certain obligations of others were met; and

WHEREAS, pursuant to the MOU, the Commission agreed to commit to solicit an agreed upon sum of money to contribute to a portion of the construction of the Cultural Building and to enter into a lease agreement to house its offices and exhibitions, including the Anne Frank in the World Exhibit, if certain obligations of others were met; and

WHEREAS, the Commission anticipates that its obligations as set forth in the MOU will be met by the Friends of the Georgia Holocaust Commission, Inc. (“Friends”), a Georgia non-profit corporation created to support and enhance a Holocaust Memorial authorized by the Georgia legislature, to support the development of new exhibitions and the activities of the Georgia Commission on the Holocaust, to participate in the construction of a facility to house the offices, exhibits and other spaces for the Georgia Commission on the Holocaust, and to educate the public about the historical lessons learned from the Holocaust; and

WHEREAS, the Commission one-time payment along with any future negotiated rents from the State of Georgia shall be the lease payment for the space allocated to them for the negotiated length of the lease; and

WHEREAS, it is anticipated the Project will also incorporate Visit Sandy Springs offices and office space for the Perimeter Chamber of Commerce through lease arrangements between the PFA and those entities; and

WHEREAS, in furtherance of the parties' commitment in the MOU to fund, design and construct the Cultural Building ("Project"), the City of Sandy Springs ("City"), on behalf of the PFA, issued its Request for Qualifications ("RFQ") on June 27, 2018, to solicit responses from highly qualified firms to provide all personnel, materials and services necessary to provide architectural, engineering and related design services for the Project; and

WHEREAS, on October 30, 2018, a contract was awarded to Houser Walker Architecture to provide design professional services for the Project ("Consultant"); and

WHEREAS, the Consultant and the parties have been engaged in discussions regarding space needs of the entities to be housed in the Cultural Building and funding for the Project; and

WHEREAS, the Consultant and the parties have determined a preliminary space allocation and funding structure for the Cultural Building ("Preliminary Structure") as set forth in Exhibit A to this resolution, and acknowledge that the Preliminary Structure is subject to change as the Project more fully develops; and

WHEREAS, in order to memorialize their understandings and agreements regarding design and construction of the Project, it is anticipated the PFA and the Friends, on behalf of the Commission, will enter into an agreement pursuant to which Friends will acknowledge and agree, among other things, to: (a) pay the final determination of required upfront capital contribution, as may be adjusted from the estimate reflected in Exhibit A, (b) pay any other costs that may be determined in the final space allocation and funding structure, with all costs from (a) and (b) not to exceed 34.55 percent of the construction costs by the dates set forth in the agreement; and (c) agree to such other terms and conditions in the agreement as may be necessary to move the Project forward through design to completion; and

WHEREAS, the PFA supports the Project moving forward, contingent on Friends, on behalf of the Commission, making payment or providing guarantee of payment from an accredited banking institution of the upfront capital funds reflected on Exhibit A, as may be adjusted by final determination of space and funding allocation, no later than six (6) months following adoption of this resolution;

NOW THEREFORE, BE IT RESOLVED, that the City of Sandy Springs Public Facilities Authority, by adoption of this resolution, does hereby:

1. Support the Project moving forward, subject to the receipt of upfront capital contribution from Friends, on behalf of the Commission, as described in Exhibit A and elsewhere in this resolution and as memorialized by agreement; and
2. The PFA Chairman and Attorney for the PFA are authorized to draft an agreement with the Commission and incorporate the terms and conditions stated in this resolution, and any other terms and conditions as may be deemed necessary to effectuate the intent of this resolution and the furtherance of the Project.

APPROVED AND ADOPTED this ____ day of _____, 2019.

Approved:

Rusty Paul, Chairman
City of Sandy Springs Public Facilities
Authority

Attest:

Coty Thigpen, Secretary
City of Sandy Springs Public Facilities Authority

(SEAL)

**EXHIBIT A
PRELIMINARY STRUCTURE OF THE PROJECT***

Use	Allocated Square Footage Estimate	% of Total Space Allocation Estimate	Share of Soft Costs by % Allocation Estimate	Estimated Upfront Capital
Visit Sandy Springs (Lease)	2,630	12.60%	\$ 86,745.26	
Friends of the Georgia Holocaust Commission, Inc. on behalf of the Georgia Commission on the Holocaust (Lease and Sublease)	7,210	34.55%	\$237,807.36	\$2,978,731.87
Perimeter Chamber of Commerce (Lease)	3,873	18.56%	\$127,743.12	
Gallery/Museum (Ownership)	7,157	34.29%	\$236,059.26	\$2,956,835.50
TOTAL	20,870	100.00%	\$688,355.00	

*The Preliminary Structure is subject to change as the Project develops. This is an estimate of needs and obligations of the parties based on current analysis. The parties commit to pay their pro rata share of space allocation as finally determined by the parties and Consultant.