## MINUTES GEORGIA WORLD CONGRESS CENTER AUTHORITY BOARD OF GOVERNORS MEETING AUTHORITY BOARD ROOM JULY 26, 2016

# 12:30 p.m.

The following nine out of fifteen GWCCA Board of Governors members were in attendance:

David Allman Phil Gingrey Glenn Hicks (*by phone*) Lee Hunter, Chair Bill Jones Tim Lowe Andrew MacCartney Bill Russell Doug Tollett

Chair Hunter called the meeting to order at 12:32 p.m.

A motion to approve the June 28, 2016 meeting minutes was made by David Allman, seconded by Bill Russell, and unanimously approved.

### JUNE FINANCIAL REPORTS

Chair Hunter called on Janet Arsenault for the review of the June 2016 financial reports, which are appended and made a part of these minutes.

## GEORGIA DOME DEMOLITION CONTRACTOR RESOLUTION

A motion to approve a Resolution essentially authorizing the Executive Director, subject to the occurrence or satisfaction as applicable of any and all applicable contingencies, terms, conditions, and the Executive Director's sound discretion

- (1) to approve or disapprove StadCo's proposed demolition contractor;
- (2) to approve or disapprove StadCo's proposed demolition and site preparation plans;
- (3) to approve or disapprove StadCo's proposed design plans for the new surface parking on the Georgia Dome site;
- (4) to execute or not execute an amendment to the Project Development Agreement allowing StadCo, on subsequent approval from the Executive Director, to initiate demolition of the Georgia Dome prior to Substantial Completion of Mercedes-Benz Stadium.

was made by Doug Tollett, seconded by Andrew MacCartney, and unanimously approved. A copy of the Resolution is attached.

### PROPERTY CONVEYANCE / MLK, JR. BLVD. RESOLUTION

A motion to approve a Resolution essentially to request the Department of Economic Development, acting through the State Properties Commission, convey the Property to the City of Atlanta less and except the sidewalk area being retained by the State for GWCCA to manage was made by Glenn Hicks, seconded by Tim Lowe, and unanimously approved. A copy of the Resolution is attached.

The next meeting is Tuesday, August 30, 2016.

With no further business to discuss, a motion to adjourn was made by Bill Russell, seconded by Doug Tollett, and unanimously approved.

**RESPECTFULLY SUBMITTED:** 

**APPROVED:** 

DALE AIKEN ASSISTANT SECRETARY BRIAN DANIEL SECRETARY

## A RESOLUTION OF THE GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY REGARDING GEORGIA DOME DEMOLITION

WHEREAS, the Geo. L. Smith II Georgia World Congress Center Authority (the "Authority") operates the convention and tradeshow facility known as the Geo. L. Smith II Georgia World Congress Center, the multipurpose domed stadium facility known as the Georgia Dome, and other facilities; and

WHEREAS, pursuant to O.C.G.A. § 10-9-4(a), the general purpose of the Authority is to acquire, construct, equip, maintain, and operate the project, including but not limited to the Georgia World Congress Center, the Georgia Dome, and other facilities, in whole or in part, directly or under contract with the Department of Economic Development or others, and to engage in such other activities as the Authority deems appropriate to promote trade shows, conventions, and political, musical, educational, entertainment, recreational, athletic, or other events and related tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, commercial, and natural resources of the State of Georgia by those using the project or visiting the state or who may use the project or visit this state; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(6), the Authority has the power to make all contracts and to execute all instruments necessary or convenient to its purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-7 the management of the business and affairs of the Authority shall be vested in the Board of Governors, and the Board of Governors shall have the power to make bylaws, rules, and regulations for the operation, management, and maintenance of the Georgia World Congress Center, the Georgia Dome, and all other projects and properties of the Authority or as may be under the management and control of the Authority; and

WHEREAS, pursuant to O.C.G.A. § 10-9-15(a), the Authority is required to operate the project so as to ensure its maximum use, and in connection with and incident to the operation of the project the Authority may engage in such activities as it deems appropriate to promote trade shows, conventions, and tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, and natural resources of the State of Georgia by those using or visiting the project; and

WHEREAS, pursuant to O.C.G.A. §10-9-14(a), the Authority is authorized to fix rentals, fees, prices and other charges which any licensee shall pay to the Authority for the use of the project or the facilities or part thereof or combination thereof, and for the goods and services provided by the Authority in connection with such use, as the Authority may deem necessary or appropriate to provide in connection with such use, and to charge and collect the same, and to establish and to perform and pay any obligations established under such other terms, conditions, and considerations as the Authority and any such licensee shall determine necessary and appropriate; and

WHEREAS, the Authority previously executed that certain Project Development and Funding Agreement (the "Project Development Agreement") by and among the Authority, the Atlanta Falcons Stadium Company, LLC ("StadCo"), and the Atlanta Falcons Football Club, LLC (the "Team") dated February 5, 2014; and

WHEREAS, pursuant to Article 8 of the Project Development Agreement, demolition of the Georgia Dome may take place on Substantial Completion of Mercedes-Benz Stadium; and

WHEREAS, the Authority previously executed that certain Site Coordination Agreement (the "Site Coordination Agreement") by and between the Authority and StadCo dated May 18, 2015; and

WHEREAS, pursuant to Article 3 of the Site Coordination Agreement, at that time before commencing demolition of the Georgia Dome, StadCo must give the Authority not less than thirty (30) days written notice and receive back written confirmation that a transition plan is reasonably acceptable to the Authority; and

WHEREAS, though StadCo does have a right and a duty to demolish the Georgia Dome pursuant to the foregoing provisions, the Authority must first approve demolition and site preparation plans, who the demolition contractor is, and the design plans for the new surface parking on the Dome site (including greenspaces, landscaping, signage, and all material elements); and

WHEREAS, pursuant to Section 5 of Article VII of the Authority's Bylaws, the Executive Director (as that term is defined in the Bylaws, Article VII, Section 5) is authorized to conduct, supervise, and manage the operation and maintenance of all facilities of the Authority, and to execute contracts related to the operation, in the ordinary course of business, of the project, including contracts for the use of the Authority's facilities, equipment, and services, but subject to the Bylaws and any policies, forms, and schedules as may be adopted or approved by the Board or Executive Director governing such contracts, and also to sign and execute other contracts in the name of the Authority when authorized to do so by resolution of the Board and to sign and execute contracts in the name of the Authority which are authorized by the Board when no other officer is designated by the Board, and to exercise such other powers and perform such other duties as may be incident to the office of the Executive Director or as may be delegated or prescribed from time to time by the Board, by the Executive Committee, or by the Chair, to the extent such delegation or prescription is consistent with the Authority's Bylaws and to the extent such delegation or prescription is within the authority of that body or officer to direct; and

WHEREAS, pursuant to Section 14 of Article VII of the Authority's Bylaws, except to the extent such authority is conferred upon the Executive Director or other officers of the Authority under or pursuant to the Bylaws, no officer or employee of the Authority is authorized to enter into any written or oral agreement binding upon the Authority;

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority that the Executive Director is authorized, though not required, subject to the occurrence or satisfaction as applicable of any and all applicable contingencies, terms, conditions, and the Executive Director's sound discretion (1) to approve or disapprove StadCo's proposed demolition contractor; (2) to approve or disapprove StadCo's proposed design plans for the new surface parking on the Georgia Dome site; (4) to execute or not execute an amendment to the Project Development Agreement allowing StadCo, on subsequent approval from the Executive Director, to initiate demolition of the Georgia Dome prior to Substantial Completion of Mercedes-Benz Stadium.

BE IT FURTHER RESOLVED that the Executive Director is authorized to do all things necessary and proper to effectuate the intent and purpose of this Resolution.

ADOPTED this 26th day of July, 2016.

Lee Hunter, Chair, Board of Governors Geo. L. Smith II Georgia World Congress Center Authority

Attest:

Dale Aiken, Assistant Secretary

{Authority Seal}

### A RESOLUTION

OF

## THE GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY REGARDING CONVEYANCE OF MARTIN LUTHER KING, JR. BOULEVARD, SW TRACT

WHEREAS, the Geo. L. Smith II Georgia World Congress Center Authority (the "Authority") operates the convention and tradeshow facility known as the Geo. L. Smith II Georgia World Congress Center (the "Center"), the multipurpose domed stadium facility known as the Georgia Dome, and other facilities; and

WHEREAS, pursuant to O.C.G.A. § 10-9-4(a), the general purpose of the Authority is to acquire, construct, equip, maintain, and operate the project, including but not limited to the Georgia World Congress Center, the Georgia Dome, and other facilities, in whole or in part, directly or under contract with the Department of Economic Development or others, and to engage in such other activities as the Authority deems appropriate to promote trade shows, conventions, and political, musical, educational, entertainment, recreational, athletic, or other events and related tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, commercial, and natural resources of the State of Georgia by those using the project or visiting the state or who may use the project or visit this state; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(6), the Authority has the power to make all contracts and to execute all instruments necessary or convenient to its purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(5), the Authority has the power to acquire, by purchase, gift, lease, or otherwise and to own, hold, improve, and use real and personal property of every kind and character, or any interest therein, for its corporate purposes; and

WHEREAS, pursuant to O.C.G.A. §10-9-4(b)(12) and (13), the Authority shall have the power to exercise any power usually possessed by private corporations performing similar functions which is not in conflict with the Constitution and the laws of the State of Georgia and to do all things necessary or convenient to carry out the powers expressly given in Chapter 9 of Title 10 of the Official Code of Georgia Annotated; and

WHEREAS, the Board of Economic Development is charged with the direction, supervision and policy setting for the Department of Economic Development of the state of Georgia (the "State") in accordance with O.C.G.A. §§ 50-7-3 and 50-7-4; and

WHEREAS, by an agreement between the Authority and the Board of Economic Development, dated April 8, 1974, as amended, the Authority operates the Center for the Department of Economic Development; and

WHEREAS, the Department of Economic Development is a department of the State pursuant to O.C.G.A. §50-7-1 and is authorized to acquire, construct, operate, maintain expand and improve the Geo. L. Smith II World Congress Center; and

WHEREAS, the State acquired a tract of approximately 1.1913 acres of the new Martin Luther King, Jr. Boulevard, SW (the "Property") by various deeds in 2013 and 2014 (a survey illustrating the Property is attached as Exhibit A); and

WHEREAS, the Authority seeks that the State convey the Property to the City of Atlanta for a consideration of \$10 (though the State would retain an interest in the sidewalks that run along a northern portion of the reconstructed Martin Luther King, Jr. Boulevard, SW which is adjacent to the New Stadium Project Site for the use of the Georgia World Congress Center Authority); and

WHEREAS, pursuant to O.C.G.A. § 50-16-34(5) the Department of Economic Development, acting through the State Properties Commission, may convey the property through an expedited disposition process as the value of the property is less than \$500,000; and

WHEREAS, all necessary contingencies, terms, conditions precedent, and other standard requirements for this conveyance have occurred; and

WHEREAS, pursuant to O.C.G.A. §10-9-7 the management of the business and affairs of the Authority shall be vested in the Board of Governors, and the Board of Governors shall have the power to make bylaws, rules, and regulations for the operation, management, and maintenance of the Georgia World Congress Center, the Georgia Dome, and all other projects and properties of the Authority or as may be under the management and control of the Authority; and

WHEREAS, pursuant to O.C.G.A. § 10-9-15(a), the Authority is required to operate the project so as to ensure its maximum use, and in connection with and incident to the operation of the project the Authority may engage in such activities as it deems appropriate to promote trade shows, conventions, and tourism within the state so as to promote the use of the project and the use of the industrial, agricultural, educational, historical, cultural, recreational, and natural resources of the State of Georgia by those using or visiting the project; and

WHEREAS, pursuant to Section 5 of Article VII of the Authority's Bylaws, the Executive Director (as that term is defined in the Bylaws, Article VII, Section 5) is authorized to conduct, supervise, and manage the operation and maintenance of all facilities of the Authority, and to execute contracts related to the operation, in the ordinary course of business, of the project, including contracts for the use of the Authority's facilities, equipment, and services, but subject to the Bylaws and any policies, forms, and schedules as may be adopted or approved by the Board or Executive Director governing such contracts, and also to sign and execute other contracts in the name of the Authority when authorized to do so by resolution of the Board and to sign and execute contracts in the name of the Authority which are authorized by the Board when no other officer is designated by the Board, and to exercise such other powers and perform such other duties as may be incident to the office of the Executive Director or as may be delegated or prescribed from time to time by the Board, by the Executive Committee, or by the Chair, to the extent such delegation or prescription is consistent with the Authority's Bylaws and to the extent such delegation or prescription is within the authority of that body or officer to direct; and

WHEREAS, pursuant to Section 14 of Article VII of the Authority's Bylaws, except to the extent such authority is conferred upon the Executive Director or other officers of the Authority under or pursuant to the Bylaws, no officer or employee of the Authority is authorized to enter into any written or oral agreement binding upon the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority that it requests that the Department of Economic Development, acting through the State Properties Commission, convey the Property to the City of Atlanta less and except the sidewalk area being retained by the State for GWCCA to manage.

BE IT FURTHER RESOLVED that the Executive Director is authorized to do all things necessary and proper to effectuate the intent and purpose of this Resolution.

ADOPTED this 26th day of July, 2016.

Lee Hunter, Chair, Board of Governors Geo. L. Smith II Georgia World Congress Center Authority

Attest:

Dale Aiken, Assistant Secretary

{Authority Seal}

# EXHIBIT A

Copy of Survey follows this page. (2 pages)





SHEE 1

## NOTES:

- 1. EQUIPMENT USED: LEICA XXXXXXX, A X SECOND INSTRUMENT.
- 2. THE PROPERTY SHOWN HEREON IS THE SAME PROPERTY AS SURVEYED PURSUANT TO THAT CERTAIN SURVEY PREPARED BY LONG ENGINEERING, DATED 6/27/2007 REVISED 12/17/2007 BEARING JOB NO. 05-135, LESS AND EXCEPT ANY RIGHT-OF-WAY TAKINGS THAT HAVE OCCURRED SINCE SUCH DATE AND AS ARE NOW REFLECTED ON THIS SURVEY.
- 3. BEARING BASIS OF THIS PLAT IS BASED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM, 1983. TIES WERE MADE TO POINTS FOUND IN THE FIELD, UTILIZING LEICA GPS 1200 SYSTEM AND LEICA SMARTNET NETWORK AND ADJUSTED, BASED ON CONVENTIONAL SURVEY METHODS.
- FIELD WORK WAS COMPLETED ON JULY XX, 2015. 4. THE FIELD DATA FROM WHICH THIS PLAT OR MAP WAS ADJUSTED USING THE LEAST SQUARES METHOD AND WAS FOUND TO BE ACCURATE TO WITHIN 1 PART IN XXXXX PARTS OR BETTER AND AN ANGULAR ERROR OF XXX SECONDS PER ANGLE POINT; THIS PLAT OR MAP HAS ITSELF BEEN COMPUTED TO DETECT SCRIVENER ERRORS AND IT TOO WAS FOUND TO BE ACCURATE TO WITHIN 1 PART IN 25,000 PARTS OR BETTER.
- 5. ENCROACHMENTS ARE AS SHOWN ON THE PLAT.
- 6. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.
- 7. ALL BEARINGS SHOWN ARE COMPUTED FROM ANGLES TURNED AND THEIR BASIS IS AS DEFINED ON THE PLAT.

## FLOOD HAZARD STATEMENT

NO PART OF THE SUBJECT LAND IS LOCATED IN A 100-YEAR FLOOD PLAIN OR IN AN IDENTIFIED "FLOOD PRONE AREA," AS DEFINED PURSUANT TO THE FLOOD DISASTER PROTECTION ACT OF 1973, AS AMENDED, AS REFLECTED BY FLOOD INSURANCE RATE MAP PANEL #13121C0244F DATED DATED SEPTEMBER 18, 2013, WHICH SUCH MAP PANEL COVERS THE AREA IN WHICH THE SUBJECT LAND IS SITUATED AND THIS SURVEY CORRECTLY INDICATES THE ZONE DESIGNATION OF ANY AREA AS BEING IN THE 100-YEAR FLOOD PLAIN OR "FLOOD PRONE AREA".

## DRAINAGE STATEMENT

STORM DRAINAGE FACILITIES SHOWN ON THIS PLAT ARE NECESSARY FOR THE PROPER DRAINAGE OF THE SUBDIVISION. THE CITY OF ATLANTA WILL NOT BE HELD RESPONSIBLE FOR EROSION OR OVERFLOW CAUSED BY THE STORM DRAINAGE FACILITIES OR NATURAL DRAINAGE CONDITIONS NOR RESPONSIBLE FOR EXTENSIONS OF STORM DRAINS.

### SURVEYOR'S ACKNOWLEDGEMENT:

"IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

\_REGISTERED BY\_ GEORGIA LAND SURVEYOR

NO.\_\_ DATE\_ TRACT 1:

All that tract or parcel of land lying and being in the City of Atlanta, in Land Lot 84 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set at the intersection of the northerly right-of-way line of Mitchell Street (having a variable right-of-way), and the easterly right-of-way line of Northside Drive (having an 88' right-of-way), said point being the TRUE POINT OF BEGINNING having a state plane coordinate value of N:1365651.33, E:2224852.69 of the Georgia West Zone NAD83; Thence, leaving said right-of-way and continuing in an easterly direction South 89 degrees 01 minutes 12 seconds East, for a distance of 526.73 feet to a point to an iron pin set; Thence, continuing along a curve to the left, having a radius of 368.67 feet, bearing northeasterly along a chord bearing of North 69 degrees 29 minutes 25 seconds East, for a distance of 270.11 feet and an arc length of 276.55 feet; Thence, continuing in a northeasterly direction North 48 degrees 00 minutes 01 seconds East for a distance of 7.95 feet to an iron pin set; Thence, continuing in a southeasterly direction South 41 degrees 59 minutes 59 seconds East for a distance of 82.62 feet to an iron pin set; Thence, continuing in a southwesterly direction South 48 degrees 00 minutes 01 seconds West for a distance of 24.75 feet to an iron pin set; Thence, continuing in a southerly direction South 15 degrees 52 minutes 10 seconds East for a distance of 38.02 feet to an iron pin set; Thence. continuing in a southerly direction South 89 degrees 01 minutes 12 seconds East for a distance of 92.05 feet to an iron pin set; Thence, continuing in an easterly direction North 86 degrees 00 minutes 29 seconds East for a distance of 83.90 feet to a concrete right of way monument found; Thence, continuing in a southeasterly direction South 32 degrees 20 minutes 12 seconds East for a distance of 26.59 feet to an iron pin set; Thence, continuing in a southerly direction South 01 degrees 08 minutes 50 seconds West for a distance of 21.29 feet to an iron pin set; Thence, continuing in a westerly direction North 88 degrees 51 minutes 10 seconds West for a distance of 509.29 feet to an iron pin set; Thence, continuing in a westerly direction N 89 degrees 40 minutes 47 seconds West for a distance of 136.05 feet to a PK nail found; Thence, continuing in a westerly direction North 87 degrees 40 minutes 27 seconds West for a distance of 37.58 feet to a PK nail found; Thence, continuing in a westerly direction North 88 degrees 51 minutes 10 seconds West for a distance of 340.24 feet to an iron pin set; Thence, continuing in a northerly direction North 00 degrees 44 minutes 53 seconds East a distance of 43.77 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 56177 Square Feet of land or 1.2896 Acres.

STATE OF GEORGIA (CITY OF ATLANTA)

"THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT HAVING LEGAL POWER OF ATTORNEY, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC FOREVER, ALL THE STREETS, PARKS, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED."

DATED THIS \_\_\_\_\_DAY OF\_\_\_\_\_

OWNER\_

## LEGAL DESCRIPTION

### OWNER'S ACKNOWLEDGEMENT:

REVISIONS 770. 770. ₽×₹ Ρ **TCHELL STREE 'MITCHEL** T OF W RIGHT ( FOR DRAWN BY: SHEE.