

**MINUTES
GEORGIA WORLD CONGRESS CENTER AUTHORITY
BOARD OF GOVERNORS MEETING
AUTHORITY BOARD ROOM
JULY 31, 2018
12:30 p.m.**

The following twelve out of fifteen Board members were present:

Steve Adams
David Allen
Stan Conway
Brian Daniel
Glenn Hicks
Bill Jones
Tim Lowe

Andrew MacCartney
Bill Rice
Brian Robinson
Bill Russell
Doug Tollett

Vice Chair Russell called the meeting to order at 12:30 p.m.

A motion to approve June 26, 2018, meeting minutes was made by Andrew MacCartney, seconded by Doug Tollett, and unanimously approved.

JUNE FINANCIAL REPORTS

Frank Poe, Executive Director, called on Janet Arsenault for the review of the June 2018 financial reports.

JULY 4 CELEBRATION RECAP

Erik Waldman, Senior Director of Client and Guest Services provided the Board with a brief recap of the 4th of July Celebration which was held this year on International Plaza.

ORANGE DECK UPDATE

Ty Holliday, Project Manager with GSFIC and Mark Carter, Principal with tvsdesign, provided the Board with a detailed status update on the Orange Deck project.

FALCONS LICENSE OF LEVY LOT - RESOLUTION

A motion to approve a resolution essentially to accept the business terms as stated allowing Stadco to utilize the Magnum Storage Lot was made by David Allen, seconded by Glenn Hicks and unanimously approved. A copy of the Resolution is attached hereto as Exhibit A.

PERSONNEL COMMITTEE REPORT

The Board received a report from Chairman Glenn Hicks.

A motion to move into Executive Session for the purpose of discussing and deliberating upon the employment, compensation, and periodic evaluation and rating of a public officer or employee

under O.C.G.A. 50-14-3(b)(2) was made by Tim Lowe, seconded by Bill Jones and unanimously approved.

The regular GWCCA Board of Governors meeting reconvened at 1:45

A motion to adopt the GWCCA Personnel Committee recommendations listed below was made by Doug Tollett, seconded by Stan Conway, and unanimously approved.

- 1) To approve implementing the budgeted 3% merit based pool.*
- 2) To award the Executive Director, as per his contract, an Annual Performance-Based Compensation of 20% of his base salary for his successful FY18 performance.*
- 3) Approve a 3.0% increase in the Executive Director's base salary effective July 1, 2018.*

The next meeting is Tuesday, August 28, 2018.

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

RESPECTFULLY SUBMITTED:

APPROVED:

DEBORAH WADDY
ASSISTANT SECRETARY

BRIAN DANIEL
SECRETARY

**A RESOLUTION
OF
GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY
REGARDING LICENSE AGREEMENT GRANTING TO
ATLANTA FALCONS STADIUM COMPANY, LLC
USE OF MANGUM STORAGE LOT**

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 its campus and facilities (the "Project"), in whole or in part, directly or under contract with the Department of Economic Development or others, and engage in such other activities as it 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. § 10-9-14(a), the Authority is authorized to fix rentals, fees, prices, and other charges which any concessionaire, franchisee, or vendor 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, 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 concessionaire, franchisee, or vendor shall determine necessary or appropriate, provided that such rentals, fees, prices, and other charges shall be so fixed and adjusted in respect to the aggregate thereof from the Project or facilities so as to be reasonably expected to provide a fund sufficient with other revenues of the Project and funds available to the Authority, if any, to pay the cost of acquiring, constructing, equipping, maintaining, repairing, and operating the Project or facilities including the payment of indebtedness and the payment and performance of contractual obligations incurred or undertaken, and the establishment of reserves for indebtedness and other costs; and

WHEREAS, pursuant to O.C.G.A. § 10-9-4(b)(5) and (6), the Authority shall have the power to make all contracts and to execute all instruments necessary or convenient to its purposes and to sell, convey, exchange, transfer, lease, sublease, and dispose of 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 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, 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, Atlanta Falcons Stadium Company, LLC (“the Team”) has communicated to the Authority a proposal under which the Team would license use of an unimproved tract on the Authority’s campus for the purpose of making improvements to and using the tract for surface parking and other uses as approved by the Authority; and

WHEREAS, pursuant to Section 5 of Article VII of the Authority’s Bylaws, the Executive Director is authorized 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.

THEREFORE, BE IT RESOLVED by the Board of Governors of the Geo. L. Smith II Georgia World Congress Center Authority that:

The Executive Director expressly is authorized to continue to negotiate with the Team regarding the terms and conditions of a proposed license agreement granting to the Team the right and duty to make improvements to and use the tract for surface parking and other uses authorized by the Authority. Moreover, in case those negotiations are successful, then the Executive Director is authorized, though not required, to take such actions and to execute and deliver such documents as may be necessary or appropriate to effect the agreement (which agreement would be in substantially the same format as the copy attached as Exhibit A), but only so long as such agreement complies with applicable law and, in the judgment of the Executive Director, is consistent with the corporate purposes and mission of the Authority and the Authority’s sound business practices. In any event, any such agreement may not exceed a term of ten (10) license years.

ADOPTED this 31st day of July, 2018.

Bill Russell, Vice-Chair, Board of Governors
Geo. L. Smith II Georgia World Congress Center Authority

Attest: _____
Dale Aiken, Assistant Secretary

{Authority Seal}

EXHIBIT A

A form of the Mangum Storage Lot License Agreement follows this page.
(24 Pages)

GEO. L. SMITH II
GEORGIA WORLD CONGRESS CENTER

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, hereinafter referred to as "Agreement", is made and entered into as of _____, 2018 ("Commencement Date"), by and between the GEO. L. SMITH II GEORGIA WORLD CONGRESS CENTER AUTHORITY ("the Authority"), an instrumentality of the State of Georgia created under authority of Chapter 9 of Title 10 of the O.C.G.A. whose address is 285 Andrew Young International Boulevard, N.W., Atlanta, Georgia 30313-1591, and ATLANTA FALCONS STADIUM COMPANY, LLC (the "Licensee"), a Georgia limited liability company whose address is 4400 Falcon Parkway, Flowery Branch, Georgia 30542.

WITNESSETH:

That in consideration of the mutual agreements set forth in this Agreement:

1 **GENERAL PROVISIONS:**

1.1 Grant of License. The Authority hereby grants to Licensee, and the Licensee hereby accepts and agrees to exercise, a non-exclusive license for access to common areas of the campus of the Geo. L. Smith II Georgia World Congress Center (hereinafter "Center") made available to Licensee and an exclusive license to use the premises depicted on Exhibit A containing approximately 40,548 square feet, which Exhibit A is attached hereto and incorporated herein.

The described premises depicted on Exhibit A are individually and collectively referred to as the "Premises."

1.2 Permitted Use. The Licensee shall have access to the campus and shall use the Premises for the uses set forth in Exhibit B attached hereto and for no other purpose.

1.3 Term. The Agreement shall be for the term set forth in Exhibit C attached hereto.

1.4 Fee. Licensee shall pay to the Authority a fee ("License Fee") for the license granted hereunder as set forth in Exhibit D attached hereto.

1.5 Completion of Premises. The initial and any subsequent improvements to the Premises are governed by Exhibit E attached hereto, except that Exhibit E does not apply to existing improvements shown on Exhibit A-1 but does apply to any modification of those improvements.

1.6 Terms and Conditions. The terms and conditions of this Agreement are further provided in Exhibit F attached hereto.

1.7 Rules and Regulations. Licensee shall conduct its operations in accordance with the Authority's rules and regulations set forth in Exhibit G attached hereto. The Authority may add to or modify its rules and regulations where, in its good faith judgment, such changes further the safe and orderly operation of the Center.

1.8 Additional Terms. Any special stipulations which add to or modify this Agreement will be set forth in Exhibit H attached hereto, and signed by the Authority and Licensee.

1.9 Notices. The addresses of the Authority and the Licensee for the purpose of notices required hereunder are as follows:

To Authority:

Geo. L. Smith II Georgia World Congress Center Authority Attn: Executive Director
285 Andrew Young International Boulevard, NW
Atlanta, Georgia 30313-1591

To Licensee:

Atlanta Falcons Stadium Company, LLC
4400 Falcon Parkway
Flowery Branch, Georgia 30542
Attn: Gregory G. Beadles

1.10 Exhibits. The Exhibits attached hereto are hereby incorporated by reference herein. To the extent that Exhibits conflict with any of the foregoing terms and conditions of this Agreement, the Exhibits shall control.

IN WITNESS WHEREOF, the Authority and Licensee have duly executed this Agreement as of the day and year first above written.

AUTHORITY:

LICENSEE:

GEO. L. SMITH II GEORGIA WORLD
CONGRESS CENTER AUTHORITY

ATLANTA FALCONS STADIUM
COMPANY, LLC

BY: _____
ITS: Executive Director or Chief
Commercial Officer

BY: _____
ITS: Executive Vice President, Chief
Administrative and Financial Officer

{SEAL}

{SEAL}

EXHIBIT A

The Authority grants to Licensee and Licensee accepts and agrees to exercise an exclusive license to use the Premises containing approximately 40,548 square feet and depicted below:

[insert depiction of Premises tract]

EXHIBIT A-1

The Authority grants to Licensee and Licensee accepts and agrees to exercise an exclusive license to use the Premises containing approximately 40,548 square feet and depicted below:

[insert description of improvements including the right to construct and maintain the surface for parking, sidewalks, curbing, lighting, retaining walls, landscaping inclusive of tree planting, and related hardscape and softscape improvements to be made to Premises]

EXHIBIT B

PERMITTED USES

Licensee shall use the Premises for the following purposes and no other:

The Licensee is authorized and obligated to use the Premises to facilitate, support, accommodate and effect the improvement by the Licensee at the Licensee's sole cost and expense of the Premises (the "Improvements"), including the right and obligation to construct and maintain the surface for parking, sidewalks, curbing, lighting, retaining walls, landscaping inclusive of tree planting, and related hardscape and softscape improvements within the Premises being more particularly described on Exhibit A-1 attached hereto and incorporated herein; and

Additionally, after the Improvements have been effected pursuant to this Agreement Licensee may use the Premises for off-site parking for Licensee's employees during work hours.

PROVIDED however that in any event Licensee may not use the Premises for any purpose which, in the sole and absolute discretion of the Authority, adversely affects the safe and orderly operation of the Authority's facilities or any of them.

EXHIBIT C

TERM

The term of this Agreement shall begin on the Commencement Date, and unless earlier terminated, expire on June 30, 2028.

The period beginning on the Commencement Date and ending the following June 30 is the initial "License Year."

Each subsequent twelve month period beginning July 1 and ending the following June 30 is a License Year.

Prior to the commencement of operations in the Premises under this Agreement, in accordance with Exhibit E, Licensee shall obtain the Authority's approval of Licensee's plans and specifications for the construction, repair, remodeling, alteration, or reconstruction of the Premises, complete the work required by the plans and specifications, and the Authority shall give notice to the Licensee that the Licensee may commence operations in the Premises as described in Exhibit B.

As provided in this Agreement, including Paragraph 6.2 of the Terms and Conditions of Exhibit F, the Authority may terminate this Agreement at any time and for any reason at its sole discretion by giving to the Licensee written notice of the election to terminate on a date stated in the written notice, which date of termination shall be not less than 120 days after the day notice is given of the Authority's election to terminate.

EXHIBIT D

LICENSE FEES

In lieu of a monthly license fee, Licensee shall be required to effect the Improvements at Licensee's sole cost and expense. The Improvements shall be an accretion to, and shall enhance both in respect of aesthetics and function, the Authority's campus, at no cost to the Authority. The Authority and the Licensee anticipate but do not guarantee that by effecting the Improvements, the Authority may enjoy an increase in revenue opportunities in addition to other tangible and intangible benefits.

EXHIBIT E

CONSTRUCTION AND ACCEPTANCE OF PREMISES

1 LIMITATION. No construction, repair, remodeling, alteration, or reconstruction shall be undertaken within the Premises except in accordance with plans and specifications approved by the Authority in writing. The plans and specifications shall conform to the criteria which are part of this Exhibit E.

2 PLANS AND SPECIFICATIONS.

2.1 Licensee shall submit to the Authority plans and specifications in such detail as the Authority may reasonably request, describing the improvements to the Premises proposed by Licensee, including the fixtures and equipment proposed to be installed showing the utility service requirements therefor and the proposed points of connection.

2.2 The plans and specifications shall comply with all governing statutes, rules, regulations, ordinances, codes and insurance rating requirements, including, without limitation, the most recent revisions of: the Georgia State Building Code; N.F.P.A. Life Safety Code, Metro Area Edition; the Georgia State Electrical Code; the Georgia State Plumbing Code; the Americans With Disabilities Act; and all applicable statutes, rules, regulations, ordinances, codes and requirements governing the receipt, handling, storage, use and disposal of any materials which will be brought into, generated within or disposed of from the Premises.

2.3 The plans and specifications shall bear the seal and certificate of an architect or a registered professional engineer, licensed to practice in the State of Georgia, stating that the plans and specifications have been prepared in accordance with the criteria which are a part of this Exhibit E.

2.4 The plans and specifications shall specifically and separately delineate those improvements, if any, which Licensee proposes that the Authority shall construct on behalf of the Licensee and those which Licensee proposes to construct for itself. With respect to such proposed plans and specifications:

2.4.1 The Authority may, in its sole and absolute discretion, accept or reject Licensee's proposal that the Authority shall construct work on behalf of Licensee.

2.4.2 The Authority may require that any work proposed to be performed by Licensee shall be performed by the Authority.

2.4.3 In any event, the Authority shall not be required to commence any work and the Licensee shall not be authorized to commence any work in the Premises until the Authority has approved such plans and specifications in writing.

2.5 Approval by the Authority of plans and specifications prepared by Licensee does not constitute approval, adoption, or confirmation of the Licensee's design or the adequacy thereof, including the adequacy to satisfy the criteria set forth in this Exhibit E. Licensee shall at all times remain responsible for, and indemnify and hold the Authority harmless from, any error or inadequacy in its design.

In the event the Authority shall fail to approve plans or specifications within thirty (30) days after the receipt of such plans and specifications, either party may without further liability cancel this Agreement.

3 CONSTRUCTION.

3.1 Upon approval by the Authority of the plans and specifications, Licensee shall promptly submit to the Authority with respect to the specific delineation of any work to be done by Licensee (i) the name of the Licensee's proposed contractor, (ii) the form of contract which Licensee proposes to execute with its contractor, (iii) the Licensee's estimate of time of completion of the Licensee's work, confirmed by its contractor and (iv) the Licensee's budget for such work, confirmed by Licensee's contractor. Upon the Authority's written acknowledgment of such items, Licensee shall be authorized to commence work.

3.2 With respect to any work performed by Licensee or Licensee's contractor, Licensee shall coordinate the performance of such work including checking, storage and distribution of materials and the access, schedule and activities of workmen with the Authority and any contractor of the Authority and any other licensee of the Authority or such licensee's contractor then performing work on the Premises. The Authority shall have the right to direct the coordination of respective activities of the Licensee and its contractor and of the Authority and its contractor and other licensees and contractors.

3.3 If the Authority is to perform any work, then upon approval by the Authority of the Licensee's plans and specifications, the Authority shall provide to the Licensee an estimate of the cost of the work required of the Authority thereby. Upon request by the Authority, Licensee shall promptly deposit with the Authority an amount equal to one-hundred ten percent (110%) of such estimate.

Upon deposit with the Authority of the sums required hereunder, the Authority shall promptly and diligently proceed with the commencement and completion of the work required by the Authority approved plans and specifications on its part to be performed.

Upon completion of the work performed by the Authority, the Authority shall give written notice to the Licensee that it has completed its work. Upon its receipt of such notice, Licensee shall, at Licensee's expense, cause the architect or engineer who certified Licensee's plans and specifications to inspect the Authority's work and to give written notice to the Authority of any deficiency or omission therein. No claim shall be thereafter asserted against the Authority with respect to any deficiency or omission not specifically delineated in such notice.

The Licensee shall pay to the Authority for any work of the Authority performed by the Authority under the plans and specifications approved by the Authority an amount equal to one-hundred ten percent (110%) of the actual costs incurred by the Authority for labor and materials and services in the performance of the work required by the plans and specifications which is performed by the Authority with its own forces and an amount equal to the contract price paid by the Authority to others for the performance of such work. The Authority shall be authorized to draw against the deposit made with it by the Licensee and upon completion of the Authority's work the Authority shall submit to Licensee a final invoice for the amount due the Authority. If such final invoice reflects that the deposit exceeded the amount due the Authority, the Authority shall promptly refund the excess deposit to the Licensee. If such invoice reflects that the amount due the Authority exceeds the deposit made by the Licensee with the Authority, then the Licensee shall promptly remit such deficient amount to the Authority.

3.4 Before commencement of any work Licensee is required to perform under the plans and specifications approved by the Authority, the Licensee shall provide, or cause its contractor to provide: (i) a public liability insurance policy insuring Licensee, its contractor, and the Authority, as named insureds, against any liability which may arise on account of such work, such insurance policy to be in such form and amounts as the Authority may require, and which shall include "completed operations coverage"; (ii) a payment bond issued by a surety authorized to transact a surety business in the State of Georgia, in such form and amount as the Authority shall reasonably require, securing the obligation of the Licensee and the Licensee's contractor to pay when due all liabilities incurred by the Licensee or Licensee's contractor for labor or materials used in connection with such work; and (iii) a performance bond, issued by a surety company authorized to transact a surety business in the State of Georgia, in such form and amounts as the Authority shall reasonably require, securing the obligation of the Licensee and the Licensee's contractor to perform the work required of the Licensee hereunder. The bonds required hereunder shall permit enforcement thereof by the Authority. When the Licensee shall have complied with its obligations hereunder, the Authority shall give written notice to the Licensee of its authorization to proceed and upon the giving of such notice, the Licensee shall promptly and diligently proceed with the commencement and completion of the work required of the Licensee by the plans and specifications approved by the Authority.