

**FIRST AMENDMENT TO
SPLOST 6 AGREEMENT**

This First Amendment to the SPLOST 6 Agreement (this “**Amendment**”) is made and entered into as of the ___ day of October 2020, by and between the **Mayor and Aldermen of the City of Savannah, a municipal corporation organized under the laws of the State of Georgia** (“City”), and the **Coastal Heritage Society, a not-for-profit Georgia Corporation** (“CHS”).

WITNESSETH

WHEREAS, City and CHS are parties to that certain SPLOST 6 Agreement dated November 11, 2017, regarding the use of \$1,500,000 in SPLOST 6 funding to make capital improvements to the City-owned real property located at 655 Louisville Road in Savannah, Chatham County, Georgia; and

WHEREAS, the property located at 655 Louisville Road is part of the 25-acre Tricentennial Park located at the southwest corner of MLK Boulevard and Louisville Road; and

WHEREAS, Tricentennial Park includes the Battlefield Memorial Park and Savannah History Museum, the Georgia State Railroad Museum, the Savannah Children’s Museum, and related facilities such as the former paint shop, storehouse, and facility management offices; said facilities having addresses of 655 Louisville Road, 601 Louisville Road, 604 W. Jones Street, 650 W. Jones Street, 315 MLK Boulevard, and more; and

WHEREAS, CHS and City originally intended to use the \$1,500,000 in SPLOST 6 funds to make improvements to the site of the Children’s Museum and adjoining paint shop facility and indeed approximately \$100,000 of the \$1,500,000 allocation has already been expended on architectural and engineering plans for the project; however, development costs have escalated beyond the original budget for these planned improvements; and

WHEREAS, in response to escalating costs, CHS and City desire to amend the SPLOST 6 Agreement through this Amendment to redirect use of \$800,000 of the \$1,500,000 in funds to make capital improvements to a facility (the former storehouse) at Tricentennial Park located at 601 Louisville Road to facilitate new Science, Technology, Engineering, and Math (STEM) exhibits and programs and to incorporate this facility as part of the Children’s Museum; and

WHEREAS, CHS has solicited and received commitments from private donors to leverage the impact of SPLOST 6 funds to make impactful improvements to the former storehouse so it can be used for STEM Programs; said funding to be used for the installation of a new roof; new heating, ventilation, and air conditioning systems; new paint and floor coverings; restroom renovations, and more.

WHEREAS, the remaining balance of \$600,000 of the \$1,500,000 (after expending \$100,000 in architectural and engineering fees and re-directing \$800,000 to make improvements to the former storehouse) will be used to complete the retaining wall at the Children’s Museum project.

NOW, THEREFORE, for good and value consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Recitals.** The Recitals set forth above are deemed by the parties to be true and correct and are incorporated herein by this reference to be binding upon the parties the same as if set forth in full in this paragraph.

2. **Definitions.** Any term not expressly defined in this Amendment shall have the definition contained in the Agreement.

3. **Allowable Uses.** Allowable Uses provided in Section 2 of the Agreement are hereby amended to allow SPLOST 6 funds to be also be used to make capital improvements to the former storehouse located at 601 Louisville Road in addition to capital improvements to be made at the Children’s Museum located at 655 Louisville Road in accordance with the new and revised project capital improvement budget provided on Exhibit A attached hereto.

4. **Drawdown Procedure.** Appendix B as referenced in Section 6 of the Agreement and provided as Appendix B of the Agreement is hereby amended by Exhibit B regarding drawdown of funds for the Allowable Uses described this Amendment.

5. **Termination.** The termination date as defined in Section 12 of the Agreement is hereby extended so that it will expire on December 31, 2022.

6. **Miscellaneous.** This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. The parties agree that they may reflect and confirm their agreement to be bound hereby, and their execution and delivery of this Amendment, by transmitting a signed copy hereof, by facsimile or by electronic messaging, to the other party hereto and to the Escrow Agent. Except as hereinabove provided, all other terms and conditions of the Agreement shall remain unchanged and in full force and affect. This Amendment shall govern in the event of any conflict with the Agreement. The Agreement, as amended hereby, is ratified and reaffirmed, constitutes the binding obligation of the parties hereto, and remains in full force and effect. The undersigned have full power and authority to sign on behalf of the respective entity.

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date first set forth above.

CITY:

CHS

**MAYOR AND ALDERMEN OF THE CITY
OF SAVANNAH**

COASTAL HERITAGE SOCIETY

By: _____
City Manager

By: _____
Name:
Title: President

EXHIBIT B

Date: _____ Draw #: _____

DRAWDOWN REQUEST FORM
SPLOST 6

CHS Project Number	Project Title	City CIP Project Number	Approved Project Total (\$M)	Activity Previously to this Draw			Remaining Balance Before this Draw	This Draw			Estimated % Project Completion				
				Amount Previously Drawn for CHS Fee	Net Amount Previously Drawn for Advance	Total Previously Drawn		This Draw for Expenses (attach detailed list)	This Draw for CHS Fee	This Draw for Advance		Total Amount of This Draw	Balance Remaining after this Draw		
SPLOST 6 Funded Projects	Children's Museum Infrastructure 1. Concrete Retaining Wall/Gift Shop Foundation/Stele Work 2. Roof Replacement 3. Interior Buildout (Proj. budgets may change pending revised estimate from Arch./Eng.)	OP0144 OP0144 OP0144 OP0144	600,000.00 400,000.00 400,000.00 400,000.00	-	-	-	600,000.00 400,000.00 400,000.00 400,000.00	-	-	-	-	-	-	-	-
SPLOST 5 Total		OP208	\$ 1,400,000.00	\$ -	\$ -	\$ -	\$ 1,400,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,400,000.00			

I hereby certify that all the disbursements listed in the attached schedule: (i) are eligible for SPLOST 6 provided the SPLOST 6 Agreement dated _____; (ii) are for capital improvements to the Children's Museum or for direct costs for managing, designing or planning such improvements; (iii) have not been previously reimbursed to CHS by the City under the Agreement or from any other source; and (iv) the sum of previous reimbursement requests plus this current request does not exceed the maximum of funding available under the Agreement. Reimbursement to CHS for the Total Amount of this Draw is hereby requested.

CHS Executive Director Date