

## **A G E N D A**

### **REGULAR MEETING OF MAYOR AND COUNCIL OF AUGUST 4, 2014**

6:00 P.M. Work Session  
Discussion of Agenda Items

I. Call to Order – 7:00 p.m. – Mayor David Lockhart

II. Invocation

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Minutes

1. Work Session of Mayor and Council of July 21, 2014
2. Regular Meeting of Mayor and Council of July 21, 2014

VI. Comment Period

VII. Agenda Items

1. Consider a new Massage Establishment – Phenomenal Feeling Therapeutic Massage, 521 Forest Parkway, Suite 100, no exceptions noted
2. Consider a new Retail Alcohol License for Beer and Wine from SAB Mart, Inc. Piggly Wiggly, 4769 Jonesboro Road, no exceptions noted
3. Tabled from July 21<sup>ST</sup> Regular Meeting  
Consider Settlement Agreement and Terms of Settlement Order between Jack Galardi, Red Eyed, Inc. d/b/a Crazy Horse Saloon, Walleye, LLC, Mia Luna, Inc. d/b/a Pink Pony South, and JGP&P, LLC and the City of Forest Park
4. Consider a Resolution by the City Council of the City of Forest Park authorizing the Mayor to execute an Intergovernmental License Agreement with Clayton County Public Schools for the use of Kiwanis Stadium, and Concession Stand to conduct football games: September 3, 16, 30, 2014; at a rate of \$100 for use of Field per date

and \$50 for use of Concession Stand per date; to provide for severability; to provide an effective date; and for other purposes

**SUMMARY AND BACKGROUND:** Clayton County Public Schools is requesting use of Kiwanis Stadium for the 2014-2015 school year. The dates requested are September 3, 16, 30, 2014. The fee will be at a rate of One Hundred Fifty Dollars (\$100 for field and \$50 for concession stand) per date for use of Kiwanis Stadium. The Intergovernmental License Agreement is a revocable License Agreement with specifications for the use of City of Forest Park facilities and vending concessions and includes liability insurance, general release, indemnification and hold harmless provisions.

5. Consider a Resolution by the City Council of the City of Forest Park authorizing the Mayor to execute a License Agreement with Community Christian School for the use of Forest Park Indoor Pool for the dates specified: November 4, 2014 through January 29, 2015, to conduct Swim Practices for their Swim Program; to provide for severability; to provide an effective date; and for other purposes

**SUMMARY AND BACKGROUND:** The Community Christian School has requested use of Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool for November 4, 2014 through January 29, 2015. Community Christian School will use the Forest Park Indoor Pool on Monday, Tuesday and Thursday, 4 pm - 5 pm. The fee will be \$45 for use of the indoor pool for practices per date utilized. The License Agreement is a revocable License Agreement with specifications for the use of City of Forest Park facilities and vending concessions and includes liability insurance, general release, indemnification and hold harmless provisions.

6. Consider a Resolution by the City Council of the City of Forest Park declaring certain city property, listed on Exhibit A, to be surplus property and to provide for its proper disposal, either by auction or other methods pursuant to the City's Ordinances; and for other purposes
7. Consider authorizing the Mayor to execute an Agreement to engage the services of Marshall Mitchell & Associates, a forensic accounting firm and L'Erin Barnes, Attorney at Law, to review the disbursement of SPLOST 2004 and 2009 by the State of Georgia to Clayton County and the subsequent distribution of SPLOST amounts to the Clayton County Cities.

**SUMMARY AND BACKGROUND:** The proposed project would also report on certain administrative matters related to SPLOST including

the timely and agreed upon distributions to the respective cities by Clayton County. The project costs will be shared by the cities in the same ratio as the distribution used for the SPLOST 2009.

8. Request approval for the Mayor to sign the Economic Development Agreement between the City of Forest Park and the Development Authority of the City of Forest Park
9. Discuss Misdemeanor Sentencing

**SUMMARY AND BACKGROUND:** Some of our Ordinances provide a maximum sentence of 6 months imprisonment. The Supreme Court has concluded that a jury trial is unavailable unless a potential sentence is more than 6 months. The Mayor recommends that we amend any ordinances that provide for a maximum 6 month sentence of 6 months imprisonment to a maximum sentence of 6 months and a day so that any defendants who wish to have a jury trial may do so.

10. Appointment of Solicitor

VIII. Legal Matters

IX. Comments by Governing Body

X. Adjournment

## MINUTES

### WORK SESSION OF MAYOR AND COUNCIL OF JULY 21, 2014

Call to Order: The Work Session of Mayor and Council of July 21, 2014 was called to order by Mayor David Lockhart at 6:00 p.m.

Present: Mayor David Lockhart and Councilmembers Tommy Smith, Dabouze Antoine, Latresa Akins, Linda Lord and Maudie McCord.

Also present were City Manager Frank Brandon, Director of Finance Mike Blandenburg, Director of Public Works Jeff Eady, Director of Recreation and Leisure Services Elaine Corley, Director of Planning and Zoning Al Wiggins, Management Analyst Angela Redding, Chief Dwayne Hobbs, Chief Eddie Buckholts, Director of Support Services Christine Terrell, Executive Director of URA, Fred Bryant, and City Attorney Mike Williams.

Agenda Items: *Settlement Agreement* – Mayor Lockhart stated the City Attorney recommends this item be tabled until the first meeting in August until the proposed language becomes available.

*Proposals for Audit* – Mr. Brandon stated the proposals to audit for recruitment, promotions, disciplinary and termination procedures is ready and will be advertised immediately and they must be returned by August 11, 2014.

*Ordinance – Community Economic Adjustment Planning Assistance Grant*: Mr. Bryant stated this is the standard grant and will be the final 2 year grant that the City is eligible for from OEA.

*Ordinance to amend Title 9, Chapter 2*: Ms. Akins stated with the extra things included in this Ordinance, she felt the people are being harassed. She did agree to changing the Ordinance for alcohol for an event. Mayor Lockhart asked if she wanted to get with the City Attorney on the drafting of this ordinance. Ms. Akins stated yes. Mayor Lockhart asked Chief Hobbs if there are any enforceability issues or conflicts with our other ordinances. Chief Hobbs stated

there are some things they would like to address as well before making a final decision.

Ms. Lord stated she did not approve of selling alcohol in the park. Ms. Akins stated the alcohol is not an important factor, but she wants people to be able to get together without being harassed. Ms. McCord stated she supports Forest Park Day but does not support alcohol. Mr. Smith also objected to alcohol in the park.

**Legal Matters:** Mayor Lockhart stated the City Attorney submitted guidelines with respect to the expenditures of ward funds. Mayor Lockhart suggested before Council spends money, to call the City Attorney, just to make sure it is allowed.

**Adjournment:** Ms. McCord made a motion to adjourn, seconded by Ms. Lord. Voting for the motion was unanimous.

The meeting adjourned at 6:15 p.m.

## MINUTES

### REGULAR MEETING OF MAYOR AND COUNCIL OF JULY 21, 2014

**Call to Order:** The Regular Meeting of Mayor and Council of July 21, 2014 was called to order by Mayor David Lockhart at 7:00 p.m.

**Invocation:** The invocation was given by Mr. Ray Goodman followed by the Pledge of Allegiance to the American Flag.

**Roll Call:** Present were Mayor David Lockhart and Councilmembers Tommy Smith, Dabouze Antoine, Latresa Akins, Linda Lord and Maudie McCord.

Also present were City Manager Frank Brandon, Director of Finance Mike Blandenburg, Director of Public Works Jeff Eady, Director of Recreation and Leisure Services Elaine Corley, Director of Planning and Zoning Al Wiggins, Management Analyst Angela Redding, Chief Dwayne Hobbs, Chief Eddie Buckholts, Director of Support Services Christine Terrell, Executive Director of URA, Fred Bryant, and City Attorney Mike Williams.

**Approval of Minutes:** Ms. Akins made a motion to approve the minutes of the Work Session and Regular Meeting of July 21, 2014, seconded by Mr. Smith. Voting for the motion was unanimous.

**Comment Period:** Ms. Lawanda Falomi: She stated she is looking for us to move forward and work in unity. She stated with the businesses at Fort Gillem, we need to be putting men and women to work. We have warehouses, we can start training sessions, so our people of Forest Park will not get left behind. She stated we need to do something for our businesses, they cannot survive if our people do not have jobs.

**Proclamation:** Mayor Lockhart presented Stephen Robbins with a proclamation for his community work as Youth Pastor of Forest Park First Baptist Church.

**Retail Alcohol License:** Request was made to consider a new Retail Alcohol License for Beer and Wine from Shuvo Enterprises, LLC, Forest Speed Food Mart, 868 Forest Parkway, no exceptions noted.

Ms. Akins made a motion to approve the retail alcohol license, seconded by Ms. McCord. Voting for the motion was unanimous.

Retail Alcohol License:

Request was made to consider a new Retail Alcohol License for Beer and Wine from Old Dixie "C" Store, Inc., Texaco Food Mart, 5111 Old Dixie Highway, no exceptions noted.

Ms. Akins made a motion to approve the retail alcohol license, seconded by Ms. Lord. Voting for the motion was unanimous.

Settlement Agreement:

Tabled from the July 7<sup>th</sup> Regular meeting is the request to consider Settlement Agreement and Terms of Settlement Order between Jack Galardi, Red Eyed, Inc. d/b/a Crazy Horse Saloon, Walleye, LLC, Mia Luna, Inc. d/b/a Pink Pony South, and JGP&P, LLC and the City of Forest Park.

Mr. Smith made a motion to leave the Settlement Agreement on the table, seconded by Ms. Lord. Voting for the motion was unanimous.

Proposals:  
For Audit:

The request for proposals to audit – Recruitment, Promotions, Disciplinary and Termination Procedures, was presented to Council. No action was taken.

Ordinance -  
Community  
Economic  
Assistance  
Grant:

Request was made to consider an Ordinance by the City Council of the City of Forest Park authorizing the Mayor to sign and accept a Community Economic Adjustment Planning Assistance Grant for Fiscal Years 2015 and 2016 from the Department of Defense Office of Economic Adjustment for the purpose of preparing an Outreach and Comprehensive Reuse Plan for Fort Gillem and to appropriate the matching funds from the transfer to LRA Fund Line Item No. 100-22-1510-61-1001; to provide for severability; to repeal all Ordinances and parts of Ordinances in conflict herewith; to provide an effective date; and for other purposes.

Mr. Smith made a motion to approve the Ordinance, seconded by Ms. McCord. Voting for the motion was unanimous.

Ordinance-

Request was made to consider an Ordinance to amend Title 9, Chapter 2, Relative to sale of Alcoholic Beverages and other lawful purposes.

Ms. Akins made a motion to remove this item from the agenda, seconded by Ms. McCord. Voting for the motion was unanimous.

Ms. Akins made a motion to amend the agenda to add an item, and proposed that the Community Day be a city event and she would like to be the Chairperson for this event and direct the planning.

Ms. Akins made a motion that the City sponsor Forest Park Community Day, seconded by Mr. Antoine.

Ms. Akins stated she would be the director and do the planning along with members from the City.

Mayor Lockhart stated the City has a Parks and Leisure Department that plans our civic events and there are not chair people

Mr. Williams stated he discussed this with Ms. Akins that in a number of other cities, if there is a special event, particularly if a member of council has a particular interest in it, they will get a title Chair and are tasked by the Council to interface with the community and the city staff so all of the community input would go through Ms. Akins and she would work with the staff.

Voting for the motion was unanimous.

City Solicitor: Mr. Antoine made a motion to appoint Ms. Kristal Holmes as the solicitor.

Mayor Lockhart stated his motion is out of order because our Ordinance provides that the solicitor be appointed at the first meeting of the year.

Mr. Williams stated the chair has made a ruling and unless that ruling is appealed then the chair's ruling stands.

Mr. Antoine asked how the council could appeal it. Mr. Williams replied a point of order would have to be made and once the chair makes a ruling, any member could appeal the ruling of the chair and a majority vote of council would determine whether the chair's ruling stands or does not stand.

Mr. Antoine made a motion to appeal the ruling of the Chair that his motion regarding the solicitor was out of order, seconded by Ms. Akins. Voting for the motion were Mr. Antoine, Ms. Akins and Ms. McCord. Voting against the motion were Ms. Lord and Mr. Smith. The motion carried.

Mr. Antoine made a motion to appoint Ms. Kristal Holmes as our Solicitor, seconded by Ms. Akins. Voting for the motion were Mr. Antoine, Ms. Akins and Ms. McCord. Voting against the motion was Mr. Smith and Ms. Lord. The motion carried.

Adjournment: Ms. Akins made a motion to adjourn, seconded by Ms. Lord. Voting for the motion was unanimous.

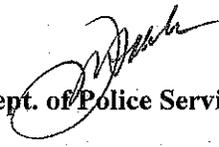
The meeting adjourned at 7:30 p.m.

DEPARTMENT OF POLICE SERVICES  
Forest Park, Georgia

INTEROFFICE MEMO

DATE: July 23, 2014  
NO: ME005-2014

TO: Frank Brandon, City Manager  
FROM: L. Dwayne Hobbs, Director, Dept. of Police Services  
SUBJECT: Massage Establishments



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\*\*\*\*\*NEW\*\*\*\*\*

RE: Phenomenal Feeling Therapeutic Massage  
521 Forest Parkway Ste. 100  
Forest Park, GA 30297

Christopher Calvin

NO EXCEPTIONS NOTED

**DEPARTMENT OF POLICE SERVICES**  
Forest Park, Georgia

**INTEROFFICE MEMO**

**DATE:** July 23, 2014  
**NO:** 271-2014

**TO:** Frank Brandon, City Manager  
**FROM:** L. Dwayne Hobbs, Director, Dept. of Police Services  
**SUBJECT:** Retail Alcohol License (Beer & Wine)

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\*\*\*\*\*NEW\*\*\*\*\*

**RE:** SAB Mart, Inc.  
Piggly Wiggly  
4769 Jonesboro Rd  
Forest Park, GA 30297

Soo Hyun Baik

**NO EXCEPTIONS NOTED**

STATE OF GEORGIA  
COUNTY OF CLAYTON

RESOLUTION NO. 14-\_\_\_\_\_

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FOREST PARK AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL LICENSE AGREEMENT WITH CLAYTON COUNTY PUBLIC SCHOOLS FOR THE USE OF KIWANIS STADIUM, AND CONCESSION STAND TO CONDUCT FOOTBALL GAMES: SEPTEMBER 3, 16, 30, 2014; AT A RATE OF \$100 FOR USE OF FIELD PER DATE AND \$50 FOR USE OF CONCESSION STAND PER DATE; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Forest Park Recreation and Leisure Services request to enter into an Intergovernmental License Agreement with Clayton County Public Schools; and

WHEREAS, the Department of Recreation and Leisure has reviewed the request of Clayton County Public Schools and determined that it is in the best interest of the citizens of Forest Park to enter into an Intergovernmental License Agreement with Clayton County Public Schools to facilitate the use of the facilities; and

WHEREAS, the purpose of this Agreement is to provide Clayton County Public Schools use of Forest Park Recreation and Leisure Services' Kiwanis Stadium and concession stand as stated in the Intergovernmental License Agreement; and

WHEREAS, Clayton County Public Schools will be providing recreation services to the community of Forest Park and its citizens; and

WHEREAS, Clayton County Public Schools has agreed to pay the City of Forest Park the amounts stated in said Agreement for use of Kiwanis Stadium and concession stand.

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of Forest Park to authorize the Mayor to execute an Intergovernmental License Agreement between the City of Forest Park and Clayton County Public Schools for the use of Kiwanis Stadium and concession stand to conduct football games, at a rate of one hundred fifty dollars (\$100) for Kiwanis Stadium and fifty (\$50) for the use of the concession stand per game.

**Section 1.** If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional for any reason by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution and such remainder shall remain in full force and effect.

**Section 2.** This Resolution shall be in full force and effect immediately upon and after its final passage.

RESOLVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
David Lockhart, Mayor

\_\_\_\_\_  
Thomas Smith, Councilmember  
Ward One

\_\_\_\_\_  
Dabouze Antoine, Councilmember  
Ward Two

\_\_\_\_\_  
Maudie McCord, Councilmember  
Ward Three

\_\_\_\_\_  
Latresa Akins, Councilmember  
Ward Four

\_\_\_\_\_  
Linda Lord, Councilmember  
Ward Five

ATTEST:

\_\_\_\_\_  
City Clerk

(The Seal of the City of  
Forest Park, Georgia)

Approved as to Form:

\_\_\_\_\_  
CITY ATTORNEY

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**INTERGOVERNMENTAL AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_, 2014 by and between Clayton County Public Schools (hereinafter "CCPS") of Clayton County and the City of Forest Park, a body politic and a political subdivision of the State of Georgia (hereinafter referred to as "Forest Park").

**WHEREAS**, Forest Park is allowed by law to provide land and buildings for parks, playgrounds, recreation centers, and areas for recreation purposes; and

**WHEREAS**, Forest Park is further allowed by law to govern, supervise, provide, maintain, conduct, equip, operate, and control Forest Park parks, playgrounds, and recreational centers or areas or to provide boards, agents, or employees, and/or volunteers to perform the above-listed activities; and

**WHEREAS**, in the spirit of intergovernmental cooperation and the health, safety, and welfare of the citizens of Forest Park and CCPS, the governing authority of Forest Park desires to provide recreational facilities for CCPS; and

**WHEREAS**, the Constitution of the State of Georgia provides that governments and public agencies may contract with one another to provide services, facilities, or equipment pursuant to article IX, section 3, paragraph 1(a) and (b); and

**WHEREAS**, Forest Park desires to allow CCPS the ability to use Forest Park recreational facilities within the reasonable limits described below through entering a revocable license agreement;

**NOW THEREFORE**, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCPS and Forest Park hereby agree as follows:

**ARTICLE I  
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to create a revocable license describing the rights, duties, and obligations of the parties hereto. The terms "facility," "facilities," and "area(s)" shall be used synonymously.

- A. CCPS shall be allowed to use the facility(ies) known on the effective date of this Agreement as Kiwanis Stadium under the following terms, specifications, and conditions:
- B. The rights granted under this Agreement constitute a license and shall not be construed in any way to grant an easement, lease, sub-lease, estate, or any other

right at law.

- C. Forest Park will provide **CCPS** with facilities for use by **CCPS** for recreation, concessions, and vending purposes. Any other activities must be approved in advance by personnel selected by Forest Park and additional fees paid for use of the facility(ies).
- D. In the interest of providing the best services with the least possible expenditure of public funds, full cooperation between Forest Park and **CCPS** is necessary.
- E. Forest Park shall make available to **CCPS** those facilities which are suitable to conduct a **Football Program** upon recommendation of the Director of the Recreation & Leisure Services Department.
- F. **CCPS** agrees to provide adequate personnel to supervise the activities which take place in this area. The City of Forest Park Recreation & Leisure Services Department shall reserve the right to provide a staff person during the activities at **CCPS'** expense at any time at its discretion. **CCPS** shall contact the City of Forest Park Police Department directly to arrange for the presence of the police officer. It shall be **CCPS'** responsibility to secure at least one (1) City of Forest Park Police Officer to provide protection during the duration of all activities, unless otherwise advised by the City in writing.
- G. It shall be the express responsibility of **CCPS** and its members to leave the premises in as good of an order and the facilities in as neat and sanitary condition as when it began use of the facilities, including removal of any debris caused by its presence, and the area shall be inspected at the end of each activity or event to ensure that no litter/trash or related items are left on the premises.
- H. It is further agreed that any permanent improvements or equipment installed or erected on said premises by **CCPS** must have prior approval of the Director of the Recreation & Leisure Services Department. All improvements shall remain and become property of Forest Park in the sole discretion of Forest Park.
- I. It is hereby agreed that any damages to Kiwanis Stadium and adjacent facilities shall be repaired and paid for by **CCPS** when such damages occur during the conduct of its organized activities. The Director of the Recreation & Leisure Services Department, or her designees, shall be solely responsible for determining damages.
- J. **CCPS** shall not acquire any property rights in and to the premises other than a bare license for limited use in accordance with the terms hereof and with all applicable laws and ordinances of Forest Park, and Forest Park expressly reserves all rights, title, and interest in and to the facilities and improvements, including, but not limited to, the right to enter onto the property at any time. Forest Park shall inspect the facilities in such intervals as it may wish, at its discretion.
- K. **CCPS** agrees to abide by all state and federal laws and by the Rules and

Regulations set forth by the Recreation & Leisure Services Department. Any such Rules and Regulations as they may now exist or may hereinafter be amended, adopted, or enacted shall be and are considered to be made a part of this agreement as if wholly set out herein. These rules and regulations are on file with the Recreation & Leisure Services Department.

- L. CCPS shall provide to the City, upon request of the City, copies of all parental releases and/or permission forms signed by the parents or guardians of each child participating in the events held at the facility (ies).

Failure to perform the above-listed tasks, follow the general instructions, or any physical abuse or misuse of the facilities and improvements during the activities or use described hereinabove, will be considered cause for termination of this Agreement with ten (10) days' written notice to CCPS.

## ARTICLE II DURATION OF AGREEMENT

- A. This Agreement shall be effective on the following dates: **September 3, 16, 30, 2014**. This Agreement shall terminate absolutely and without further obligation on the part of Forest Park upon expiration of this period.
- B. IT IS HEREBY AGREED THAT A SCHEDULE OF DATES FOR USE OF THE FOREST PARK RECREATION FACILITIES WILL BE WORKED OUT IN ADVANCE AND THAT A SCHEDULE WILL BE ARRANGED AS TO AVOID CONFLICT BETWEEN FOREST PARK AND CCPS USE; THAT IN THE SCHEDULING OF SAID FACILITIES, ACTIVITIES OF THE FOREST PARK RECREATION & LEISURE SERVICES DEPARTMENT SHALL HAVE FIRST PRIORITY AND CCPS EVENTS AND PROGRAMS SHALL HAVE THE PRIORITY ASSIGNED TO THEM BY FOREST PARK.
- C. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY CCPS THAT IT IS NOT GIVEN SOLE AND EXCLUSIVE USE OF THE FACILITIES herein as the term of this Agreement may coincide with and overlap the term or terms of other license agreements or use agreements either now in effect or hereinafter entered into by Forest Park, and that some of the dates and times proposed by CCPS for the use of the recreational facilities covered by this Agreement may already be reserved or may in the future be reserved by other users; and therefore CCPS specifically consents and agrees that in the event that any conflict arises concerning any dates or times for the use of any of the recreational facilities covered by this Agreement, including but not limited to, Kiwanis Stadium, Lopez Field, Stanford Field, Burke Field, and Baker Field, then in that event, FOREST PARK EXPRESSLY RESERVES THE COMPLETE AND FULL RIGHT, POWER AND AUTHORITY, IN ITS ABSOLUTE AND SOLE DISCRETION, TO ASSIGN AND ALLOCATE DATES AND HOURS OF USE OF ANY RECREATIONAL FACILITIES TO CCPS AND OTHER USERS IN ANY MANNER IT DEEMS APPROPRIATE TO RESOLVE ANY SUCH

CONFLICTS, AND CCPS AGREES TO STRICTLY ABIDE BY ANY DECISION MADE BY ANY OFFICIALS OF FOREST PARK IN IMPLEMENTING THIS PROVISION.

### ARTICLE III CONSIDERATION FOR AGREEMENT

- A. The consideration for this Agreement shall be payable as follows: the rate of compensation shall be one hundred dollars (\$100) per date for use of field and fifty dollars (\$50) per date for use of concession stand at Kiwanis Stadium. CCPS agrees to pay one hundred dollars (\$100) clean-up fee per game date at Kiwanis Stadium, unless CCPS provides its own cleaning services. Cleanliness must meet Forest Park staff's approval. Forest Park shall receive money in exchange for the use of Kiwanis Stadium.
- B. CCPS will pay at the end of the season for each date of utilizing the field and or concession stand at Kiwanis Stadium for the following dates: September 3, 16, 30, 2014. All other dates shall be at the agreed upon rate.
- C. CCPS must contact the Forest Park Police Department to schedule security for its activities. Contact Person is Major Chris Matson at 404-366-4141.
- D. CCPS will pay for one Forest Park Police Officer to work the games. The hours of this event are 4:30pm to 7:30pm.
- E. CCPS shall pay an amount of ninety dollars (\$90), (\$30 an hour) to Forest Park Police for security. Officers will submit time to CCPS Police Chief, and will be paid within two (2) weeks.

### ARTICLE IV

CCPS will maintain or carry in-force liability insurance in the amount of one hundred thousand dollars (\$100,000.00) and provide evidence of same to Forest Park. This insurance shall designate Forest Park as an additional insured. This insurance is non-cancelable during the duration of this Agreement except upon fifteen (15) days written notice to Forest Park. Cancellation of this insurance will be considered a material breach of this Agreement.

### ARTICLE V

- A. Forest Park reserves the right to deal exclusively with the Superintendent Ms. Luvenia Jackson in all matters concerning this Agreement.
- B. It is mutually agreed by Superintendent Ms. Luvenia Jackson, authorized representative of CCPS, that every service to be performed hereunder shall be subject to all conditions not prohibited by law which are printed herein and that

these conditions are printed herein and that these conditions are hereby agreed to by Superintendent Ms. Luvenia Jackson as the authorized representative of CCPS.

- C. This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise un-obligated funds are no longer available to satisfy the obligation of Forest Park under this Agreement.
- D. The Agreement obligates Forest Park only for sums or services payable or rendered during the calendar year of execution.
- E. This Agreement in no way is deemed to create a debt incurred by Forest Park for the payment of any sum beyond the calendar year of execution.
- F. Forest Park reserves the right to terminate this Agreement for non-compliance by issuing ten (10) days' written notice to CCPS.
- G. Satisfactory performance of the terms of this Agreement rests in supervisory personnel selected by the governing authority of the City of Forest Park.
- H. Employees, aides, staff helpers, and/or participants and/or any person who receives any form of consideration for services or who perform any services towards the execution of this Agreement are deemed to be the sole responsibility of CCPS for the purposes of all Workers' Compensation and insurance claims. Forest Park reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement and list of specifications or instructions should be deemed to obligate Forest Park under the Worker's Compensation Act to CCPS employees, aides, staff, helpers, participants, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement.
- I. This Agreement constitutes the entire Agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions herein shall be binding upon the other parties unless reduced to writing and signed by all parties hereon.
- J. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Forest Park.
- K. To the extent permitted by law, CCPS agrees to indemnify, release, absolve, save, hold harmless, and defend Forest Park, its officers, boards, representatives, and employees from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which may arise out of CCPS operation and use of this license, and in Forest Park's hiring or use of any individual(s), organization, or group to work or operate the facility or program offered by Forest Park or including, but not limited to, reasonable attorneys' fees and costs if such fees and costs are deemed

necessary by Forest Park.

- L. This Agreement may not be assigned by either party hereto without a written agreement signed by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.
- M. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

**As to Clayton County Public Schools:**

Superintendent  
Ms. Luvenia Jackson  
1058 Fifth Avenue  
Jonesboro, Georgia 30236

**As to the City of Forest Park Recreation and Leisure Services**

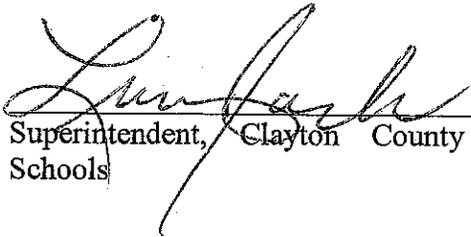
Ms. Elaine Corley, Director  
Forest Park Recreation and Leisure Services  
803 Forest Parkway  
Forest Park, Georgia 30297

Or such address as shall be furnished by such notice to the other parties.

- N. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- O. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
- P. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
- Q. If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement as of the day and year first above written.

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
Superintendent, Clayton County Public Schools

Approved by:

Reviewed By:

\_\_\_\_\_  
City Manager  
Purchasing Agent

  
\_\_\_\_\_  
Director, Recreation & Leisure Services

STATE OF GEORGIA  
COUNTY OF CLAYTON

RESOLUTION NO. 14-\_\_\_\_\_

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FOREST PARK AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH COMMUNITY CHRISTIAN SCHOOL FOR THE USE OF FOREST PARK INDOOR POOL FOR THE DATES SPECIFIED: NOVEMBER 4, 2014 THROUGH JANUARY 29, 2015. TO CONDUCT SWIM PRACTICES FOR THEIR SWIM PROGRAM; TO PROVIDE FOR SEVER ABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Forest Park Recreation and Leisure Services request to enter into a License Agreement with Community Christian School; and

**WHEREAS**, the Department of Recreation and Leisure has reviewed the request of Community Christian School and determined that it is in the best interest of the citizens of Forest Park to enter into a License Agreement with Community Christian School to facilitate the use of the facilities; and

**WHEREAS**, the purpose of this Agreement is to provide Community Christian School use of Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool as stated in the License Agreement; and

**WHEREAS**, Community Christian School will be providing recreation services to the community of Forest Park and its citizens; and

**WHEREAS**, Community Christian School has agreed to pay the City of Forest Park the amounts stated in said Agreement for use of Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool.

**NOW, THEREFORE**, be it resolved by the Mayor and Council of the City of Forest Park to authorize the Mayor to execute a License Agreement between the City of Forest Park and Community Christian School for the use of Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool to conduct swim practices, at a rate of forty-five dollars (\$45) per practice date for the use of the indoor pool.

**Section 1.** If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional for any reason by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution and such remainder shall remain in full force and effect.

**Section 2.** This Resolution shall be in full force and effect immediately upon and after its final passage.

**RESOLVED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
David Lockhart  
Mayor

\_\_\_\_\_  
Thomas Smith  
Councilmember (Ward One)

\_\_\_\_\_  
Dabouze Antoine  
Councilmember (Ward Two)

\_\_\_\_\_  
Maudie Mccord, Mayor Pro-Tem  
Councilmember (Ward Three)

\_\_\_\_\_  
Latresa Akins  
Councilmember (Ward Four)

\_\_\_\_\_  
Linda Lord  
Councilmember (Ward Five)

**ATTEST:**

\_\_\_\_\_  
City Clerk

(The Seal of the City of  
Forest Park, Georgia)

**Approved as to Form:**

\_\_\_\_\_  
CITY ATTORNEY

STATE OF GEORGIA

COUNTY OF CLAYTON

LICENSE AGREEMENT

**REVOCABLE LICENSE AGREEMENT AND SPECIFICATIONS  
FOR THE USE OF CITY OF FOREST PARK FACILITIES  
AND VENDING CONCESSIONS**

**THIS AGREEMENT** made and entered into this \_\_\_ day of \_\_\_\_\_, 2014 by and between **Community Christian School** (hereinafter "CCS") of **Henry County** and the City of Forest Park, a body politic and a political subdivision of the State of Georgia (hereinafter referred to as "Forest Park").

**WHEREAS**, Forest Park is allowed by law to provide land and buildings for parks, playgrounds, recreation centers, and areas for recreation purposes;

**WHEREAS**, Forest Park is further allowed by law to govern, supervise, provide, maintain, conduct, equip, operate, and control Forest Park parks, playgrounds, and recreational centers or areas or to provide boards, agents, or employees, and/or volunteers to perform the above-listed activities;

**WHEREAS**, Forest Park desires to allow CCS the ability to use Forest Park recreational facilities within the reasonable limits described below through entering a revocable license agreement;

**WHEREAS**, while using Forest Park recreation facilities CCS may want to provide vending and/or concession services at **Forest Park Indoor Pool**; (Yes \_\_\_ No x)

**NOW THEREFORE**, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCS and Forest Park hereby agree as follows:

**ARTICLE I  
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to create a revocable license describing the rights, duties, and obligations of the parties hereto. The purpose of this Agreement is to provide and to permit limited vending and/or concession services by CCS at a location or locations currently known as **Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool** in conjunction with its use of the facility. The terms "facility," "facilities," and "area(s)" shall be used synonymously.

1. **CCS shall be allowed to use the facility(ies) known at the effective date of this Agreement as **Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool** under the following terms, specifications, and conditions.**
2. The rights granted under this Agreement constitute a license and shall not be construed in any way to grant an easement, lease, sub-lease, estate, or any other right at law.
3. Forest Park will provide **CCS** with facilities for use by **CCS** for recreation, concessions, and vending purposes. Any other activities must be previously approved by personnel selected by Forest Park and additional fees paid for use of the facility(ies).
4. In the interest of providing the best services with the least possible expenditure of public funds, full cooperation between Forest Park and **CCS** is necessary.
5. Forest Park shall make available to **CCS** those facilities which are suitable to conduct **Swim Practice** upon recommendation of the Director of the Recreation & Leisure Services Department.
6. **CCS** agrees to provide adequate personnel to supervise the activities which take place in this area. The term "adequate" as used in the Agreement shall include that degree of supervision required to insure proper conduct, control, and safety of the participants and shall be interpreted in the sole discretion of Forest Park subject to Article V(6).
7. It shall be the express responsibility of **CCS** and its members to leave the premises in as good an order and the facilities in as neat and sanitary condition as when they began use of the facilities, including removal of any debris caused by their presence, and the area shall be inspected at the end of each activity or event to insure that no litter/trash or related items are left on the premises.
8. It is further agreed that any permanent improvements or equipment installed or erected on said premises by **CCS** must have prior approval of the Director of the Recreation & Leisure Services Department. All improvements shall remain and become property of Forest Park in the sole discretion of Forest Park.
9. It is hereby agreed that any damages to **Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool** and adjacent facilities shall be repaired and paid for by **CCS** when such damages occur during the conduct of its organized activities. The Director of the Recreation & Leisure Services Department, or her designees, shall be solely responsible for determining damages.
10. **CCS** shall not acquire any property rights in and to the premises other than a bare license for limited use in accordance with the terms hereof and with all applicable laws and ordinances of Forest Park, and Forest Park expressly reserves all rights,

title, and interest in and to the facilities and improvements, including, but not limited to, the right to enter onto the property at any time.

11. Forest Park shall inspect the facilities in such intervals as it may wish, at its discretion.
12. CCS agrees to abide by all state and federal laws and by the Rules and Regulations set forth by the Recreation & Leisure Services Department. Any such Rules and Regulations as they may now exist or may hereinafter be amended, adopted, or enacted shall be and are considered to be made a part of this agreement as if wholly set out herein. These rules and regulations are on file with the Recreation & Leisure Services Department.

Failure to perform the above-listed tasks, follow the general instructions, or any physical abuse or misuse of the facilities and improvements during the activities or use described hereinabove, will be considered cause for termination of this Agreement with ten (10) day's written notice

## ARTICLE II DURATION OF AGREEMENT

1. This Agreement shall be effective **November 4, 2014 through January 29, 2015 on Monday, Tuesday, and Thursday 4pm-5pm.** This Agreement shall terminate absolutely and without further obligation on the part of Forest Park upon expiration of this period.
2. It is hereby agreed that a schedule or dates for use of the Forest Park recreation facilities will be worked out in advance and that a schedule will be arranged as to avoid conflict between Forest Park and CCS's use; that in the scheduling of said facilities, activities of the Forest Park Recreation & Leisure Services Department shall have first priority and CCS's events and programs shall have the priority assigned to them by Forest Park.
3. It is expressly understood and agreed by CCS that they are not given sole and exclusive use of the facilities herein as the term of this Agreement may coincide with and overlap the term or terms of other license agreements or use agreements either now in effect or hereinafter entered into by Forest Park, and that some of the dates and times proposed by CCS for the use of the recreational facilities covered by this Agreement may already be reserved or may in the future be reserved by other users; and therefore CCS specifically consents and agrees that in the event that any conflict arises concerning any dates or times for the use of any of the recreational facilities covered by this Agreement, including but not limited to, Forest Park Indoor Pool, Kiwanis Stadium, Lopez Field, Stanford Field, Burke Field, Johnson Field, and Baker Field, then in that event, Forest Park expressly reserves the complete and full right, power and authority, in its absolute and sole discretion, to assign and allocate dates and hours of use of any recreational facilities to CCS and other users in any manner it deems appropriate.

to resolve any such conflicts, and CCS agrees to strictly abide by any decision made by any officials of Forest Park in implementing this provision.

### **ARTICLE III CONSIDERATION FOR AGREEMENT**

The consideration for this Agreement shall be payable as follows: Forty-five dollars (\$45) per each practice date. Practice dates are on Monday, Tuesday, and Thursday 4pm-5pm. The said amount is due weekly prior to scheduled practices.

1. Forest Park shall receive money in exchange for use of the indoor pool.
2. CCS shall be responsible to leave the premises in good order and the facilities as neat and sanitary conditions as when they began use of the facilities including removal of any debris caused by their presence, and the area shall be inspected at the end of each activity or event to ensure that no litter/trash or related items are left on the premises. Failure to maintain cleanliness will result in a one hundred dollars (\$100) clean-up fee being assessed. Cleanliness must meet staff approval.

### **ARTICLE IV LIABILITY, INSURANCE, GENERAL RELEASE, INDEMNIFICATION AND HOLD HARMLESS PROVISIONS**

1. CCS represents that it has paid occupation tax in the County of Clayton, City of Forest Park, Georgia, or is otherwise exempt.
2. CCS represents that it has provided a copy of its Workers' Compensation Certificate to the City of Forest Park, Georgia, or is otherwise exempt.
3. CCS will maintain or carry in-force liability insurance in the amount of one hundred thousand dollars (\$100,000.00). This insurance shall designate Forest Park as an additional insured. This insurance is non-cancelable during the duration of this Agreement except upon fifteen (15) days' written notice to Forest Park. Cancellation of this insurance will be considered a material breach of this Agreement.
4. CCS agrees to indemnify, release, absolve, save, hold harmless, and defend Forest Park, its officers, boards, representatives, and employees from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which may arise out of CCS's operation and use of this license, and in Forest Park's hiring or use of any individual(s), organization, or group to work or operate the facility or program offered by CCS, including, but not limited to, reasonable attorneys' fees and costs if such fees and costs are deemed necessary by Forest Park.
5. The City of Forest Park Recreation & Leisure Services Department shall reserve

the right to provide a staff person during the activities at the Renter's expense at any time at its discretion. CCS shall contact the City of Forest Park Police Department directly to arrange for the presence of the police officer. It shall be CCS's responsibility to secure at least two (2) City of Forest Park Police Officers to provide protection during the duration of all activities, unless otherwise advised by the City in writing. **Police security required by Renter: Yes \_\_\_ No x**

6. The undersigned shall bear ultimate responsibility for all rules and regulations being followed during all CCS activities; and to provide in its rules that the entire area(s) used be policed for litter control purposes after each event/program, and shall also accept the responsibility to ensure that such rules are strictly enforced.
7. CCS hereby agrees and understands that while utilizing Forest Park facilities, they shall furnish Forest Park a copy of insurance coverage, including liability coverage in an amount acceptable by Forest Park and including Forest Park as an additional insured.
8. The undersigned hereby agrees that in lieu of signatures for all users per activity and/or the signatures of each user or participant's parent(s) or legal guardian utilizing the facilities, the undersigned hereby individually as well as in their capacity as the authorized representative of CCS agrees to and hereby accepts and acknowledges the indemnification, release, absolution, save and hold harmless and defense clause as set out in Article IV(4) hereinabove individually.

#### ARTICLE V MISCELLANEOUS

1. Forest Park reserves the right to deal exclusively with **Mr. Greg Dickens**, identified as the **Athletic Director**, in all matters concerning this Agreement.
2. It is mutually agreed by **Greg Dickens**, authorized representative of CCS and in his own individual capacity, that every service to be performed hereunder shall be subject to all conditions not prohibited by law which are printed herein and that these conditions are printed herein and that these conditions are hereby agreed to by **Greg Dickens**, individually and as the authorized representative of CCS.
3. This Agreement in no way is deemed to create a debt incurred by Forest Park for the payment of any sum beyond the calendar year of execution.
4. Forest Park reserves the right to terminate this Agreement for non-compliance by issuing ten days written notice to CCS.
5. Satisfactory performance of the terms of this Agreement rests in supervisory personnel selected by the governing authority of Forest Park.
6. Employees, aides, staff, helpers, and/or participants and/or any person who receives any form of consideration for services or who performs any services

towards the execution of this Agreement are deemed to be the sole responsibility of CCS for the purposes of all Workers' Compensation and insurance claims. Forest Park reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement and list of specifications or instructions should be deemed to obligate Forest Park under the Workers' Compensation Act to CCS's employees, aides, staff, helpers, participants, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement or who participates in any event/program.

7. This Agreement constitutes the entire Agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions herein shall be binding upon the other parties unless reduced to writing and signed by all parties hereon.
8. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Forest Park.
9. This Agreement may not be assigned by either party hereto without written agreement signed by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.
10. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

As to: **Community Christian School**

2001 Jodeco Road  
Stockbridge, Georgia 30281  
ATTN: Greg Dickens, Athletic Director

As to the Forest Park Recreation and Leisure Services Department:

Ms. Elaine Corley, Director  
Forest Park Recreation and Leisure Services Department  
803 Forest Parkway  
Forest Park, Georgia 30297

Or such address as shall be furnished by such notice to the other parties.

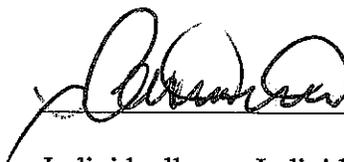
11. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as to be construed as a waiver of any future default, whether like or different in character.

12. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
13. If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement as of the day and year first above written.



WITNESS



Individually or Individually as Authorized  
**Representative of Community Christian  
School**

Approved by:

\_\_\_\_\_  
City Manager  
Purchasing Agent

Reviewed by:

  
\_\_\_\_\_  
Director, City of Forest Park Recreation  
& Leisure Services Department

STATE OF GEORGIA

COUNTY OF CLAYTON

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FOREST PARK DECLARING CERTAIN CITY PROPERTY, LISTED ON EXHIBIT A, TO BE SURPLUS PROPERTY AND TO PROVIDE FOR ITS PROPER DISPOSAL EITHER BY AUCTION OR OTHER METHODS PURSUANT TO THE CITY'S ORDINANCES; AND FOR OTHER PURPOSES.**

**WHEREAS**, City Code Section 3-1-21 permits the Council to determine when it is in the best interest of the city to sell or otherwise dispose of any property belonging to the city, not needed for public use or that may have become unsuited for public use; and

**WHEREAS**, pursuant to City Code Section 3-1-21, it shall be the duty of the governing body to declare when such items should be disposed, and to list or describe the real property to be sold, and all personal property, the estimated resale value of which shall exceed five hundred dollars (\$500.00), to be sold at public auction or by formal written contract to the highest responsible bidder, after reasonable notice inviting proposals and surplus property of the city with an estimated resale value of five hundred dollars (\$500.00) or less may be sold at the discretion of the purchasing agent by negotiated sale without advertisement and the acceptance of bids; and

**WHEREAS**, various City Departments have provided a list of City surplus items to the City Manager, attached as exhibit A to this resolution; and

**WHEREAS**, the City Manager has determined that it is in the best interest of the City to surplus such items, and has requested that such items become surplus and disposed of in the most appropriate manner.

**NOW THEREFORE**, be it resolved by the Mayor and Council of the City of Forest Park that the items listed on Exhibit A, attached to this resolution, be declared surplus and be disposed of in the most appropriate manner.

**Section 1.** That the City Manager cause the items to be disposed of either by auction or pursuant to City Ordinances.

**Section 2.** If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional for any reason by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution and such remainder shall remain in full force and effect.

**Section 3.** This Resolution shall be in full force and effect immediately upon and after its final passage.

Resolved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FOREST  
PARK DECLARING CERTAIN CITY PROPERTY, LISTED ON  
EXHIBIT A, TO BE SURPLUS PROPERTY AND TO PROVIDE FOR ITS  
PROPER DISPOSAL EITHER BY AUCTION OR OTHER METHODS  
PURSUANT TO THE CITY'S ORDINANCES; AND FOR OTHER  
PURPOSES.**

PAGE 2

\_\_\_\_\_  
DAVID N. LOCKHART, MAYOR

\_\_\_\_\_  
TOMMY SMITH,  
COUNCILMEMBER ( WARD ONE)

\_\_\_\_\_  
DABOUZE ANTOINE  
COUNCILMEMBER (WARD TWO)

\_\_\_\_\_  
MAUDIE MCCORD, MAYOR PRO-TEM  
COUNCILMEMBER (WARD THREE)

\_\_\_\_\_  
LATRESA AKINS  
COUNCILMEMBER (WARD FOUR)

\_\_\_\_\_  
LINDA LORD,  
COUNCILMEMBER (WARD FIVE)

ATTEST:

\_\_\_\_\_  
CITY CLERK

(THE SEAL OF THE CITY OF  
FOREST PARK, GEORGIA)

Approved as to form:

\_\_\_\_\_  
City Attorney



Surplus  
Nikki Wilson to: Jan Young

07/29/2014 04:07 PM

ASSET NUMBER	DESCRIPTION
0123 5067	STACKABLE ORGANIZERS
0123 5050	STACKABLE ORGANIZERS
10350	STACKABLE ORGANIZERS
10349	STACKABLE ORGANIZERS
10256	ROLLING DESK
10446	DESK
0123 5296	HUTCH
	ROLLING TABLE (SMALL)
	BOXES OF FILE FOLDERS (4 - 5)

Nikki Wilson  
Financial Services Tech  
City of Forest Park

---

**DEVELOPMENT AUTHORITY OF THE  
CITY OF FOREST PARK, GEORGIA**  
(a public body corporate and politic duly created and  
existing under the laws of the State of Georgia)

and

**CITY OF FOREST PARK, GEORGIA**  
(a municipal corporation duly created and  
existing under the laws of  
the State of Georgia)

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**ECONOMIC DEVELOPMENT AGREEMENT**

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Dated August \_\_, 2014

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**ECONOMIC DEVELOPMENT AGREEMENT**

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## ECONOMIC DEVELOPMENT AGREEMENT

This **ECONOMIC DEVELOPMENT AGREEMENT** (this "**Contract**"), made and entered into on August \_\_, 2014, by and between the Development Authority of the City of Forest Park, Georgia (the "**Authority**"), a public body corporate and politic duly created and existing under the laws of the State of Georgia, and the City of Forest Park, Georgia (the "**City**"), a municipal corporation duly created and existing under the laws of the State of Georgia; and

### WITNESSETH:

**WHEREAS**, the City, in order to exercise the powers conferred upon the City by Chapter 61 of Title 36 of the Official Code of Georgia Annotated, entitled the "Urban Redevelopment Law," as amended (the "**Urban Redevelopment Law**"), adopted a resolution on December 16, 2013, finding that one or more slum areas exist in the City and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City; and

**WHEREAS**, the City, by a resolution adopted on April 16, 2014, designated the area covered by the hereinafter defined Urban Redevelopment Plan as an "urban redevelopment area," or "slum area," which the City Council of the City designated as appropriate for an urban redevelopment project; and

**WHEREAS**, the City Council of the City held a public hearing on May 19, 2014 on a proposed urban redevelopment plan entitled "Amended and Restated Fort Gillem Urban Redevelopment Plan" (the "**Urban Redevelopment Plan**"), a copy of which is on file with the City; and

**WHEREAS**, public notice of such public hearing was published in the Clayton News Daily, a newspaper having a general circulation in the area of operation of the City, on May 17, 2014, and proof of such publication is on file with the City; and

**WHEREAS**, the City, by a resolution adopted on May 19, 2014, approved the Urban Redevelopment Plan and the urban redevelopment projects set forth therein; and

**WHEREAS**, the Urban Redevelopment Agency of the City of Forest Park (the "**Redevelopment Corporation**") is a public body corporate and politic duly created and validly existing under and pursuant to the Urban Redevelopment Law; and

**WHEREAS**, the City, by a resolution adopted on February 3, 2014, activated the Redevelopment Corporation and elected to have the Redevelopment Corporation exercise the City's "urban redevelopment project powers" under the Urban Redevelopment Law, and the Redevelopment Corporation's commissioners have been appointed as provided in the Urban Redevelopment Law and are currently acting in that capacity; and

**WHEREAS**, the Urban Redevelopment Law authorizes the Redevelopment Corporation to undertake and carry out within the corporate limits of the City "urban redevelopment projects," which are defined to include undertakings or activities of the Redevelopment Corporation in an urban redevelopment area under the Urban Redevelopment Law for the elimination and for the

prevention of the development or spread of slums and may involve slum clearance and redevelopment in an urban redevelopment area, rehabilitation or conservation in an urban redevelopment area, or any combination or part thereof, in accordance with an urban redevelopment plan adopted pursuant to the Urban Redevelopment Law; and

**WHEREAS**, the Urban Redevelopment Law authorizes the Redevelopment Corporation to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under the Urban Redevelopment Law; to acquire, by purchase, option, grant, or otherwise, any real property (defined to include all lands, including improvements and fixtures thereon and property of any nature appurtenant thereto or used in connection therewith); to hold, improve, clear, or prepare for redevelopment any such property; to sell, lease, or otherwise transfer real property in an urban redevelopment area or any interest therein acquired by it and to enter into contracts with respect thereto, for residential, recreational, commercial, industrial, or other uses or for public use, or the Redevelopment Corporation may retain such property or interest for public use, in accordance with the urban redevelopment plan, subject to such covenants, conditions, and restrictions, including covenants running with the land and including the incorporation by reference therein of the provisions of an urban redevelopment plan or any part thereof, as it may deem to be in the public interest or necessary or desirable to assist in preventing the development or spread of future slums or to otherwise carry out the purposes of the Urban Redevelopment Law; and to borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the federal government, the state, county, or other public body or from any sources, public or private, for the purposes of the Urban Redevelopment Law and to give such security as may be required and to enter into and carry out contracts in connection therewith; and

**WHEREAS**, the Urban Redevelopment Law provides that purchasers or lessees from the Redevelopment Corporation and their successors and assigns shall be obligated to devote such real property only to the uses specified in the urban redevelopment plan and that such real property or interest shall be sold, leased, otherwise transferred, or retained at not less than its fair value for uses in accordance with the urban redevelopment plan and that in determining the fair value of real property for uses in accordance with the urban redevelopment plan the Redevelopment Corporation shall take into account and give consideration to the uses provided in such plan; the restrictions upon and the covenants, conditions, and obligations assumed by the purchaser or lessee or by the Redevelopment Corporation retaining the property; and the objectives of such plan for the prevention of the recurrence of slum areas; and

**WHEREAS**, the Urban Redevelopment Law provides that the Redevelopment Corporation may dispose of real property in an urban redevelopment area to private persons only under such reasonable competitive bidding procedures as it shall prescribe or as are provided in Section 36-61-10(b)(1) of the Official Code of Georgia Annotated; and

**WHEREAS**, Section 36-61-10(b)(1) of the Official Code of Georgia Annotated provides that (1) the Redevelopment Corporation, by public notice by publication once each week for two consecutive weeks in a newspaper having a general circulation in the community, prior to the execution of any contract to sell, lease, or otherwise transfer real property and prior to the delivery of any instrument of conveyance with respect thereto under Section 36-61-10 of the Official Code of Georgia Annotated, may invite proposals from and make available all pertinent information to private developers or any persons interested in undertaking to redevelop or rehabilitate an urban

redevelopment area or any part thereof, which notice shall identify the area or portion thereof and shall state that such further information as is available may be obtained at such office as shall be designated in the notice; (2) the Redevelopment Corporation shall consider all such redevelopment or rehabilitation proposals and the financial and legal ability of the persons making such proposals to carry them out and may negotiate with any persons for proposals for the purchase, lease, or other transfer of any real property acquired by the Redevelopment Corporation in the urban redevelopment area; (3) the Redevelopment Corporation may accept such proposal as it deems to be in the public interest and in furtherance of the purposes of the Urban Redevelopment Law; and (4) the Redevelopment Corporation may execute contracts in accordance with Section 36-61-10(a) of the Official Code of Georgia Annotated and deliver deeds, leases, and other instruments and take all steps necessary to effectuate such contracts; and

**WHEREAS**, the Urban Redevelopment Law authorizes the City to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of the Urban Redevelopment Law and to levy taxes and assessments for such purposes and to enter into agreements with an urban redevelopment agency vested with urban redevelopment project powers, which agreements may extend for up to 50 years, respecting action to be taken by the City pursuant to any of the powers granted by the Urban Redevelopment Law; and

**WHEREAS**, the Urban Redevelopment Law authorizes the City, for the purpose of aiding in the planning, undertaking, or carrying out of an urban redevelopment project of an urban redevelopment agency under the Urban Redevelopment Law to, upon such terms, with or without consideration, as it may determine, (1) do any and all things necessary to aid or cooperate in the planning or carrying out of an urban redevelopment plan; (2) lend, grant, or contribute funds to an urban redevelopment agency; (3) enter into agreements (which may extend over any period, notwithstanding any provision or rule of law to the contrary) with an urban redevelopment agency respecting action to be taken pursuant to any of the powers granted by the Urban Redevelopment Law, including the furnishing of funds or other assistance in connection with an urban redevelopment project; and (4) cause administrative and other services to be furnished to the urban redevelopment agency; and

**WHEREAS**, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia of 1983 authorizes any municipality of the State of Georgia to contract for any period not exceeding fifty years with any public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, if such contract deals with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

**WHEREAS**, the United States of America, acting by and through the Secretary of the Army (the "Army"), was the owner of certain real property, improvements, and other rights appurtenant thereto, together with all personal property thereon, located in Forest Park, Clayton County, Georgia, and commonly referred to as Fort Gillem, Georgia, which property was under the administrative jurisdiction of the Army; and

**WHEREAS**, Fort Gillem was closed on September 15, 2011 pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990 (the "Closure Act"), as amended (10 U.S.C. § 2687); and

**WHEREAS**, in accordance with the Closure Act and its implementing regulations, the Army, as a matter of its discretion conveyed, and the Redevelopment Corporation acquired, the surplus Fort Gillem property totaling approximately 1,170 acres of land and improvements, personal property, appurtenances, rights-of-way, easements, and all utilities more particularly described in Exhibit A attached hereto and made a part hereof (the **“Property”**), upon and subject to the terms and conditions set forth in an Agreement, dated June 11, 2014 (the **“Economic Development Conveyance Agreement”**), between the Army, as seller, and the Redevelopment Corporation, as purchaser; and

**WHEREAS**, the Redevelopment Corporation is the recognized entity for the economic development of the Property under the Closure Act and its implementing regulations and has been duly authorized to oversee and implement the civilian reuse of the Property, in accordance with that certain economic reuse plan dated July 2007 and updated in August 2010 and May 2012 (the **“Reuse Plan”**), as required by the Closure Act and its implementing regulations; and

**WHEREAS**, the Redevelopment Corporation applied to the Army for an Economic Development Conveyance in accordance with the Closure Act; and

**WHEREAS**, the Army, as authorized by the Closure Act and its implementing regulations, determined that the Redevelopment Corporation’s application met the regulatory criteria for an Economic Development Conveyance and that the terms and conditions contained in the Economic Development Conveyance Agreement were fair and reasonable; and

**WHEREAS**, the Redevelopment Corporation and the City entered into an Intergovernmental Redevelopment Cooperation and Assistance Agreement, dated June 11, 2014 (the **“Army Assistance Agreement”**) under the terms of which (1) the Redevelopment Corporation agreed to (a) purchase the Property pursuant to the terms of the Economic Development Conveyance Agreement, (b) undertake and carry out **“urban redevelopment projects”** with respect to the Property in accordance with the Urban Redevelopment Plan, and (c) implement the civilian reuse of the Property in accordance with the Reuse Plan and (2) the City agreed (a) to make payments to the Redevelopment Corporation in amounts sufficient to enable the Redevelopment Corporation to pay when due the installment payments of purchase price and other amounts owed to the Army pursuant to the Economic Development Conveyance Agreement and to pay when due all costs, fees, and expenses of the Redevelopment Corporation associated with the administration of the Urban Redevelopment Plan and the Reuse Plan, to the extent that the Redevelopment Corporation does not have sufficient funds to make such payments from revenues derived from the sale, lease, or other disposition of the Property or from available draws on its line of credit described below with SunTrust Bank (the **“Lender”**), and (b) to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Army Assistance Agreement; and

**WHEREAS**, to secure its obligations under the Economic Development Conveyance Agreement, the Redevelopment Corporation pledged and granted to the Army a first priority security interest in the payments to be received by the Redevelopment Corporation from the City pursuant to the Army Assistance Agreement and the contract rights of the Redevelopment Corporation contained in the Army Assistance Agreement (except for the payments and contract rights reserved to the

Redevelopment Corporation in the hereinafter defined Army Assignment), pursuant to the terms of an Assignment and Security Agreement, dated June 11, 2014 (the “**Army Assignment**”), between the Redevelopment Corporation, as assignor, and the Army, as assignee; and

**WHEREAS**, the Redevelopment Corporation borrowed money from the Lender to pay a portion of the purchase price of the Property owed to the Army on the date the Redevelopment Corporation acquired the Property from the Army pursuant to the Economic Development Conveyance Agreement and had a line of credit established for it by the Lender to provide funds to enable the Redevelopment Corporation to pay when due the installment payments of purchase price and other amounts owed to the Army pursuant to the Economic Development Conveyance Agreement, all pursuant to the terms of a Loan Agreement, dated June 11, 2014 (the “**Loan Agreement**”), between the Redevelopment Corporation and the Lender; and

**WHEREAS**, the Redevelopment Corporation evidenced the repayment of the loans made to it by the Lender pursuant to the Loan Agreement by Promissory Note A, dated June 11, 2014 (“**Note A**”), of the Redevelopment Corporation in favor of the Lender, in the principal amount up to \$16,130,000, and by Promissory Note B, dated June 11, 2014 (“**Note B**”), of the Redevelopment Corporation in favor of the Lender, in the principal amount of up to \$15,000,000; and

**WHEREAS**, the Redevelopment Corporation and the City entered into an Intergovernmental Redevelopment Cooperation and Assistance Agreement, dated June 11, 2014 (the “**Lender Assistance Agreement**”) under the terms of which (1) the Redevelopment Corporation agreed to (a) purchase the Property pursuant to the terms of the Economic Development Conveyance Agreement, (b) undertake and carry out “urban redevelopment projects” with respect to the Property in accordance with the Urban Redevelopment Plan, and (c) implement the civilian reuse of the Property in accordance with the Reuse Plan and (2) the City agreed (a) to make payments to the Redevelopment Corporation in amounts sufficient to enable the Redevelopment Corporation to pay when due the loan repayments and other amounts owed to the Lender pursuant to the Loan Agreement and to pay when due all costs, fees, and expenses of the Redevelopment Corporation associated with the administration of the Urban Redevelopment Plan and the Reuse Plan, to the extent that the Redevelopment Corporation does not have sufficient funds to make such payments from revenues derived from the sale, lease, or other disposition of the Property, and (b) to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Lender Assistance Agreement; and

**WHEREAS**, to secure its obligations under the Loan Agreement, the Redevelopment Corporation pledged and granted to the Lender a first priority security interest in the payments to be received by the Redevelopment Corporation from the City pursuant to the Lender Assistance Agreement and the contract rights of the Redevelopment Corporation contained in the Lender Assistance Agreement (except for the payments and contract rights reserved to the Redevelopment Corporation in the hereinafter defined Lender Assignment), pursuant to the terms of an Assignment and Security Agreement, dated June 11, 2014 (the “**Lender Assignment**”), between the Redevelopment Corporation, as assignor, and the Lender, as assignee; and

**WHEREAS**, the Redevelopment Corporation, by public notice published on May 10, 2014 and May 17, 2014 in the Clayton News Daily, a newspaper having a general circulation in the

community, invited proposals to be submitted to the Redevelopment Corporation until May 19, 2014 to (1) purchase approximately 253.02 acres of the Property for redevelopment (“**Request for Proposal 1**”) and (2) acquire an option to purchase up to 500 acres of the Property for redevelopment (“**Request for Proposal 2**”), and proof of such publication is on file with the Redevelopment Corporation; and

**WHEREAS**, the only response to Request for Proposal 1 was a Purchase and Sale Agreement, dated June 11, 2014 (the “**Sale Agreement**”), which was entered into between the Redevelopment Corporation and Forest Park Development Partners, LLC (the “**Developer**”), as seller, and The Kroger Co. (the “**Purchaser**”), as purchaser; and

**WHEREAS**, the only response to Request for Proposal 2 was a Purchase Option Agreement, dated June 11, 2014 (the “**Option Agreement**”), which was entered into between the Redevelopment Corporation, as optionor, and the Developer, as optionee; and

**WHEREAS**, the Redevelopment Corporation is obligated to acquire, construct, and install certain infrastructure improvements to serve the property purchased by the Purchaser pursuant to the Sale Agreement, pursuant to the terms of a Site Development Agreement, dated June 11, 2014 (the “**Infrastructure Agreement**”), between the Redevelopment Corporation and the Purchaser; and

**WHEREAS**, the Redevelopment Corporation engaged the Developer to serve as its master developer in the redevelopment of the Property, pursuant to the terms of a Development and Disposition Agreement, dated June 11, 2014 (the “**Development Agreement**”), between the Redevelopment Corporation and the Developer; and

**WHEREAS**, the Authority was duly created and is validly existing under and pursuant to an act entitled the “Development Authorities Law,” codified as Chapter 62 of Title 36 of the Official Code of Georgia Annotated, as amended (the “**Development Authorities Law**”); and

**WHEREAS**, the Development Authorities Law was enacted pursuant to the authority granted to the General Assembly of the State of Georgia by Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, which provides that the development of trade, commerce, industry, and employment opportunities being a public purpose vital to the welfare of the people of the State of Georgia, the General Assembly may create development authorities to promote and further such purposes; and

**WHEREAS**, the governing body of the City, by proper resolution, declared that there is a need for the Authority to function in the City of Forest Park, Georgia, as required by the terms of the Development Authorities Law, the Authority has been duly created and activated pursuant to the terms of the Development Authorities Law, and its directors have been elected as provided therein and are currently acting in that capacity; and

**WHEREAS**, the Development Authorities Law authorizes the Authority to borrow money and to issue its revenue bonds and to use the proceeds thereof for the purpose of paying all or part of the cost of any “project,” which includes the acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements and the acquisition, installation, modification, renovation, rehabilitation, or furnishing of fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in,

or in connection with any such land, interest in land, building, structure, facility, or other improvement, all for the essential public purpose of the development of trade, commerce, industry, and employment opportunities, which project may be for any industrial, commercial, business, office, parking, public, or other use, provided that a majority of the members of the Authority determines, by a duly adopted resolution, that the project and such use thereof would further the public purpose of the Development Authorities Law; and

**WHEREAS**, the Development Authorities Law authorizes the Authority (1) to construct, acquire, own, repair, remodel, maintain, extend, improve, and equip projects located on land owned by the Authority; (2) to pay all or part of the cost of any such project from the proceeds of revenue bonds of the Authority or from any contribution or loans by persons, firms, or corporations or any other contribution, all of which the Authority is authorized to receive, accept, and use; (3) to lease and grant options for any real or personal property or interest therein; and (4) to expend for the promotion of industry, agriculture, and trade within its area of operations any funds of the Authority determined by the Authority to be in excess of those needed for the other corporate purposes of the Authority; and

**WHEREAS**, the Development Authorities Law also authorizes the Authority (1) to make and execute contracts and other instruments necessary to exercise the powers of the Authority, any of which contracts may be made with the county in which the Authority is located or with any one or more municipal corporations in such county and (2) as security for repayment of its obligations, to pledge, convey, assign, hypothecate, or otherwise encumber any property, real or personal, of the Authority and to execute any security agreement containing any provisions not in conflict with law; and

**WHEREAS**, the Authority issued, sold, and delivered its revenue bond known as "Development Authority of the City of Forest Park, Georgia Economic Development Revenue Bond (Hood-Clayton Logistics LLC Project), Series 2014," in the principal amount not to exceed \$450,000,000 (the "**Bond**"), for the purposes of (1) financing the costs of acquiring land, buildings, improvements, machinery, fixtures, furnishings, equipment, and other real and personal property located on the property purchased by the Purchaser pursuant to the Sale Agreement, constituting logistics and warehouse facilities initially consisting of seven buildings containing approximately 1.3 million aggregate square feet (the "**Facilities**"), (2) financing the costs of expanding the Facilities by approximately 1 million aggregate square feet (the "**Expansion Project**"), and (3) financing related costs; and

**WHEREAS**, the Authority is obligated to purchase the Facilities from The Kroger Co. (in such capacity, the "**Seller**"), pursuant to the terms of a Purchase, Sale, and Option Agreement, dated June 11, 2014 (the "**Facilities Purchase Agreement**"), between the Seller and the Authority, as purchaser; and

**WHEREAS**, the Authority and Hood-Clayton Logistics LLC (in such capacity, the "**Lessee**"), a limited liability company formed and existing under the laws of the State of Georgia, entered into a Lease Agreement, dated June 11, 2014 (the "**Lease**"), pursuant to the terms of which the Authority is obligated to acquire the Facilities and the Lessee is obligated to lease the Facilities from the Authority and is obligated to pay to the Authority "Bond Rent" at such times and in such

amounts as will be required to enable the Authority to pay the principal of, premium, if any, and interest on the Bond, as and when the same become due and payable; and

**WHEREAS**, to secure its obligation to pay principal of, premium, if any, and interest on the Bond, the Authority assigned and pledged to The Kroger Co. (in such capacity, the "**Bond Buyer**"), as the initial purchaser of the Bond, and granted a first priority security interest in, all of its right, title, and interest in the Lease (except for the Unassigned Rights, as defined in the Lease, which include "Additional Rent" payable thereunder), the Facilities Purchase Agreement, and all revenues, payments, receipts, and moneys to be received and held thereunder, pursuant to an Assignment and Security Agreement, dated June 11, 2014 (the "**Assignment**"), between the Authority and the Bond Buyer; and

**WHEREAS**, the Authority sold the Bond at private sale as permitted by the Development Authorities Law to the Bond Buyer pursuant to a Bond Purchase Agreement, dated June 11, 2014 (the "**Bond Purchase Agreement**"), between the Authority and the Bond Buyer; and

**WHEREAS**, the Development Authorities Law authorizes all municipal corporations located in the county in which the Authority is located to enter into contracts with the Authority; and

**WHEREAS**, the Authority has determined that the redevelopment of the Property in accordance with the Urban Redevelopment Plan and the civilian reuse of the Property in accordance with the Reuse Plan will develop and promote trade, commerce, industry, and employment opportunities for the public good and the general welfare, will promote the general welfare of the State of Georgia, and will increase or maintain employment in the territorial area of the Authority, all to the public benefit and good; and

**WHEREAS**, the Authority and the City propose to enter into this Contract, under the terms of which (1) the Authority will agree to pay to the City promptly after receipt all "Additional Rent" received by the Authority pursuant to Section 4.03(c) of the Lease and (2) the City will agree to apply such payments for the sole purpose of assisting the Redevelopment Corporation in undertaking and carrying out the urban redevelopment projects set forth in the Urban Redevelopment Plan, including making payments owed by the City pursuant to the Army Assistance Agreement and the Lender Assistance Agreement; and

**WHEREAS**, the Authority has determined, as required by the Development Authorities Law, that the "Additional Rent" it will receive pursuant to Section 4.03(c) of the Lease will constitute funds of the Authority in excess of those needed for the corporate purposes of the Authority other than the promotion of industry, agriculture, and trade within the area covered by the Urban Redevelopment Plan; and

**NOW, THEREFORE**, in consideration of the respective covenants, representations, and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the Authority and the City agree as follows:

## ARTICLE I

### DEFINITIONS

In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:

**“Army”** shall have the meaning assigned to that term in the recitals to this Contract and its successors and assigns.

**“Army Assistance Agreement”** means the Intergovernmental Redevelopment Cooperation and Assistance Agreement, dated June 11, 2014, between the City and the Redevelopment Corporation, as it may be supplemented and amended from time to time in accordance with the provisions thereof.

**“Authority”** shall have the meaning assigned to that term in the recitals to this Contract and its successors and assigns.

**“City”** shall have the meaning assigned to that term in the recitals to this Contract and its successors and assigns.

**“Contract”** means this Economic Development Agreement between the Authority and the City, as it may be supplemented and amended from time to time in accordance with the provisions hereof.

**“Economic Development Conveyance Agreement”** shall have the meaning assigned to that term in the recitals to this Contract, as it may be amended, restated, supplemented, or modified from time to time.

**“Lease”** shall have the meaning assigned to that term in the recitals to this Contract, as it may be amended, restated, supplemented, or modified from time to time.

**“Lender Assistance Agreement”** shall have the meaning assigned to that term in the recitals to this Contract, as it may be amended, restated, supplemented, or modified from time to time.

**“Person”** means natural persons, firms, joint ventures, associations, trusts, partnerships, corporations, and public bodies.

**“Redevelopment Corporation”** shall have the meaning assigned to that term in the recitals to this Contract and its successors and assigns.

**“Redevelopment Costs”** means those costs and expenses in connection with the acquisition, construction, and installation of the Redevelopment Projects permitted by Article 5(a) of the Economic Development Conveyance Agreement or the Urban Redevelopment Law to be paid or reimbursed from amounts held in the Redevelopment Fund.

**“Redevelopment Fund”** means the Redevelopment Fund created in the Army Assistance Agreement and the Lender Assistance Agreement.

**“Redevelopment Projects”** means the urban redevelopment projects specified in the Urban Redevelopment Plan.

**“Urban Redevelopment Law”** shall have the meaning assigned to that term in the recitals to this Contract, as the same may be amended from time to time.

**“Urban Redevelopment Plan”** shall have the meaning assigned to that term in the recitals to this Contract, as the same may be amended from time to time.

## ARTICLE II

### REPRESENTATIONS

**Section 2.1. Representations by the Authority.** The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia, having the power to enter into and carry out its obligations under this Contract, and, by proper action of its governing body, has authorized the execution and delivery of this Contract and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Contract, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Contract by it except as shall have been obtained as of the date hereof.

(b) This Contract has been duly executed and delivered by the Authority and constitutes the legal, valid, and binding obligation of the Authority enforceable in accordance with its terms.

(c) The authorization, execution, delivery, and performance by the Authority of this Contract and compliance by the Authority with the provisions hereof do not violate the Constitution or the statutes of the State of Georgia relating to the Authority or constitute a breach of or a default under, any other law, court order, administrative regulation, or legal decree, or any agreement or other instrument to which it is a party or by which it is bound.

(d) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or any other person that has or could have a material adverse effect on the right of the Authority to execute this Contract or its ability to comply with any of its obligations under this Contract or that involves the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Authority.

**Section 2.2. Representations by the City.** The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a municipal corporation duly created and validly existing under the laws of the State of Georgia, having the power to enter into and carry out its obligations under this Contract, and, by proper action of its governing body, has authorized the execution and delivery of this Contract and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Contract, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Contract by it except as shall have been obtained as of the date hereof.

(b) This Contract has been duly executed and delivered by the City and constitutes the legal, valid, and binding obligation of the City enforceable in accordance with its terms.

(c) The authorization, execution, delivery, and performance by the City of this Contract and compliance by the City with the provisions hereof do not violate the Constitution or the statutes of the State of Georgia relating to the City or constitute a breach of or a default under, any other law, court order, administrative regulation, or legal decree, or any agreement or other instrument to which it is a party or by which it is bound.

(d) There is no litigation or proceeding pending, or to the knowledge of the City threatened, against the City or any other person that has or could have a material adverse effect on the right of the City to execute this Contract or its ability to comply with any of its obligations under this Contract or that involves the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the City.

### **ARTICLE III TERM; PAYMENT PROVISIONS; OBLIGATIONS ABSOLUTE AND UNCONDITIONAL**

**Section 3.1. Term.** The term of this Contract shall commence with the execution and delivery hereof and shall extend until the Lease is terminated in accordance with its terms.

**Section 3.2. Payments.** In order to provide financial assistance to the City for the purpose of developing trade, commerce, industry, and employment opportunities, the Authority hereby covenants and agrees to pay to the City promptly after receipt all "Additional Rent" received by the Authority pursuant to Section 4.03(c) of the Lease.

**Section 3.3. Obligations of Authority Hereunder Absolute and Unconditional.** The obligations of the Authority to make the payments provided for herein and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim it may otherwise have against the City. During the term of this Contract, the Authority (i) shall not withhold, suspend, abate, reduce, abrogate, diminish, postpone, modify, or discontinue the payments provided for herein; (ii) shall perform and observe all of its other agreements contained in this Contract; and (iii) shall not terminate the term of this Contract or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of the Redevelopment Corporation to carry out and implement the Urban

Redevelopment Plan as contemplated in this Contract or otherwise, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any political subdivision of either, the invalidity of any provision of this Contract, or any failure of the City to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Contract, the Army Assistance Agreement, or the Lender Assistance Agreement. Nothing contained in this Section shall be construed to release the City from the performance of any of the agreements on its part contained herein. If the City should fail to perform any such agreement, the Authority may institute such action against the City as the Authority may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the Authority contained in this Contract and to make the payments specified herein. The City hereby agrees that it shall not take or omit to take any action that would cause this Contract to be terminated. The Authority may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third persons that the Authority deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the City hereby agrees to cooperate fully with the Authority and to take all action necessary to effect the substitution of the Authority for the City in any such action or proceeding if the Authority shall so request.

**Section 3.4. No Set-Off.** No breach, default, or failure by the City to comply with the provisions of this Contract shall permit an abatement or reduction in or setoff against the payments due from the Authority hereunder. Nothing in this Contract shall otherwise impair, diminish, or affect any other right or remedy available to the Authority (i) as a result of the City's breach, default, or failure under this Contract or (ii) to enforce the obligations of the City under this Contract. No dispute or litigation between the Authority and the City with respect to this Contract shall affect any party's duties to perform its obligations or its rights or remedies while such dispute or litigation is pending.

#### ARTICLE IV

##### SPECIAL COVENANTS OF CITY

**Section 4.1. Payments Made By Authority.** The City shall deposit all payments made to it by the Authority pursuant to Section 3.2 hereof into a separate segregated account, to be used solely to assist the Redevelopment Corporation in paying Redevelopment Costs owed by the Redevelopment Corporation, including, without limitation, paying amounts owed by the City pursuant to the Army Assistance Agreement and the Lender Assistance Agreement.

**Section 4.2. Maintenance of Corporate Existence.** The City shall at all times maintain its corporate existence or assure the assumption of its obligations under this Contract by any other entity succeeding to its powers. The City shall not take or omit to take any action within its control that would cause its corporate existence to cease.

## ARTICLE V

### SPECIAL COVENANTS OF THE AUTHORITY

**Section 5.1. Amendments of Lease.** The Authority shall not amend or modify Section 4.03(c) of the Lease without the prior written consent of the City.

## ARTICLE VI

### MISCELLANEOUS

**Section 6.1. Governing Law.** This Contract and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia.

**Section 6.2. Entire Agreement.** This Contract expresses the entire understanding and all agreements between the parties hereto.

**Section 6.3. Severability.** If any provision of this Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Contract shall not affect the remaining portions of this Contract or any part thereof.

**Section 6.4. Survival of Warranties.** All agreements, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby, shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

**Section 6.5. Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**Section 6.6. Amendments in Writing.** No waiver, amendment, release, or modification of this Contract shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing only executed by the parties hereto. The provisions of this Contract may not be amended, changed, modified, altered, or terminated without the prior written consent of the Redevelopment Corporation thereto.

**Section 6.7. Notices.** Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person or five days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the Authority and the City,

respectively, at the addresses shown below or at such other addresses as may be furnished by the Authority or the City in writing from time to time:

Authority: Development Authority of the City  
of Forest Park, Georgia  
745 Forest Parkway  
Forest Park, Georgia 30297  
Attention: Chairman

City: City of Forest Park, Georgia  
745 Forest Parkway  
Forest Park, Georgia 30297  
Attention: Mayor

with a copy to: Urban Redevelopment Agency of the City  
of Forest Park  
745 Forest Parkway  
Forest Park, Georgia 30297  
Attention: Chairman

**Section 6.8. Third Party Beneficiary.** The Redevelopment Corporation is deemed to be and is a third party beneficiary of the representations, covenants, and agreements of the Authority herein contained.

**Section 6.9. Limitation of Rights.** Nothing in this Contract, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder and the Redevelopment Corporation, any benefit or any legal or equitable right, remedy, or claim under this Contract.

[Signatures and Seals to Follow]

**IN WITNESS WHEREOF**, the Authority and the City and have caused this Contract to be executed in their respective corporate names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all on the day and year first above written.

**DEVELOPMENT AUTHORITY OF THE  
CITY OF FOREST PARK, GEORGIA**

(SEAL)

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

**CITY OF FOREST PARK, GEORGIA**

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved As To Form:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

[Attached]