

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION R20-1211

A RESOLUTION AUTHORIZING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF STOCKBRIDGE; AUTHORIZING THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Stockbridge ("City") is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within the corporate limits of the City; and

WHEREAS, the City finds it necessary and desirable to enter into an intergovernmental agreement with the Downtown Development Authority of the City of Stockbridge for the development of certain downtown property;

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE, GEORGIA, AS FOLLOWS:

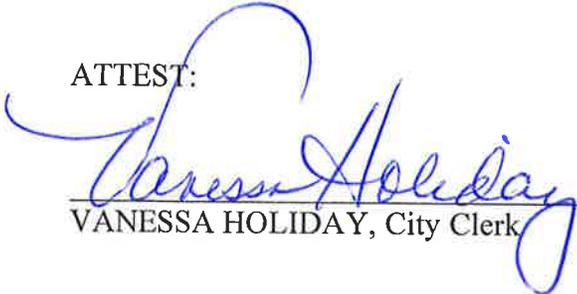
1. **Approval of Execution.** The City hereby approves the Intergovernmental Agreement attached hereto as Exhibit A, and the Mayor is hereby authorized to execute said agreement with such changes as are recommended by the City Attorney.
2. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by the City Attorney.
3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. **Effective Date.** This Resolution shall be effective on the date of its approval by the City Council and Mayor as provided in the City Charter.

SO BE IT RESOLVED this 29th day of September, 2020.



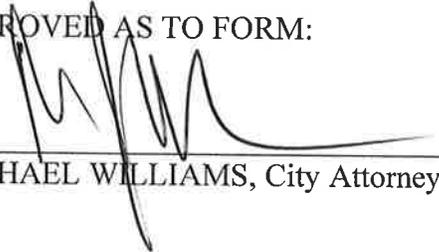
Anthony S. Ford, Mayor

ATTEST:



VANESSA HOLIDAY, City Clerk (SEAL)

APPROVED AS TO FORM:



MICHAEL WILLIAMS, City Attorney

EXHIBIT A

Intergovernmental Agreement

**STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE**

INTERGOVERNMENTAL DEVELOPMENT AGREEMENT

THIS INTERGOVERNMENTAL DEVELOPMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2020, between the CITY OF STOCKBRIDGE ("City"), a municipal corporation of the State of Georgia, and the DOWNTOWN DEVELOPMENT AUTHORITY OF THE CIYT OF STOCKBRIDGE ("Authority" or "AUTHORITY"), a public body corporate and politic and an instrumentality of the State of Georgia.

WHEREAS, the City is currently the owner of certain that certain property located at 132 MLK Senior Heritage Trail, more particularly identified in Exhibit A hereto (the "Subject Property"), which property is appropriate for development and or redevelopment, and the City does not anticipate otherwise utilizing the property for a general governmental purpose; and

WHEREAS, the city desires that the Subject Property be developed and/or redeveloped to provide increased investment, job growth and expansion of economic opportunity within the City and to promote the revitalization and redevelopment of the central business district of the City; and

WHEREAS, the City desires to elicit the support and assistance of the AUTHORITY to market, develop, redevelop and/or otherwise exercise its discretion in utilizing the Subject Property to enhance economic development in the City of Stockbridge and to promote the revitalization and redevelopment of the central business district of the City; and

WHEREAS, it is the desire and intent of the City and Authority to execute this Agreement to set forth their agreements and obligations in regard to the Subject Property;

NOW, THEREFORE, for and in consideration of the mutual promises, conditions and covenants herein set forth, the parties hereto agree as follows:

**ARTICLE I
DEVELOPMENT OF SUBJECT PROPERTY**

At its sole discretion, the City may elect to transfer by limited warranty deed fee simple title to the Authority in the Subject Property for the purpose of the Authority marketing, developing or redeveloping such property. To the extent necessary, the City may advance to the Authority

such funds as the parties may agree are necessary or desirable to market, develop or redevelop such property and such funds as the Authority deems necessary to maintain the property while it is being marketed.

1. Authority shall only convey the Subject Property to third parties with the written consent of the City. Absent an express agreement between the City and the Authority, all property shall be marketed or sold for not less than the current value of the property based upon a commercially acceptable appraisal to be furnished by the City to the Authority. At the reasonable request of the Authority, the city shall provide updates to any appraisal that has expired or is otherwise outdated.
2. The transaction shall be evidenced by a written real estate purchase agreement between the Authority as seller and the potential purchaser as buyer, which agreement is subject to the approval of the City. The Real Estate Sales Contract shall contain a prohibition against assignment by the purchaser without the written approval of both the Authority and the City.
3. No property shall be developed, leased or managed by the Authority directly or indirectly while such property is titled in the name of the Authority without the express written consent of the City.
4. The City shall advance or reimburse funds to the AUTHORITY for disposition of the Subject Property pursuant with the written consent of the City. Notwithstanding the foregoing, the City shall pay for or otherwise reimburse Authority for:
 - a. All closing and other related costs pursuant to this Agreement.
 - b. Any expenses reasonably necessary to maintain the property while it is being marketed by the Authority, including, but not limited to utilities, insurance, grounds keeping, routine upkeep, etc.
 - c. Any expenses for title insurance, environmental studies, or other such expenses incurred by the Authority in connection with the transfer and/or sale of the subject property.
 - d. Any expenses, including attorney's fees, incurred by the Authority to re-convey the property to the City, should the City elect to request such re-conveyance under this Agreement.

ARTICLE II CITY'S RIGHT TO PROPERTY OR RECEIPTS

Upon the sale by the Authority of any of the Subject Property to any third party for development or redevelopment, the net funds received by the Authority in such sale shall be paid to the City. In the event that the AUTHORITY is unable to market, develop or redevelop the Subject Property in accordance with a proposed schedule agreeable to the AUTHORITY and the City, then the Authority shall, within thirty (30) days of receipt of a written request from the City,

transfer to the City fee simple title to all, or any remaining portion of, the property previously transferred by City to Authority.

ARTICLE III
PERFORMANCE OF DUTIES

The Authority shall conduct the duties required of it by this Agreement as part of its statutory duties and shall not receive compensation from the City for same. However, the Authority may recover its actual expenses in regard to its efforts regarding the Subject Property, and receive its standard fees in regard to any "bond for title" issued in regard to the sale or development of the Subject Property.

ARTICLE IV
INDEMNIFICATION

The City agrees to Indemnify and hold the Authority harmless from any loss or liability arising from this Agreement, including, but not limited to, attorney's fees and costs of litigation arising from the Authority's good faith efforts pursuant to this Agreement, and/or claims relating to any environmental condition, defect or penalty regarding Subject Property.

ARTICLE V
MISCELLANEOUS

SECTION 5.1 Notices. Any notice, request, or demand given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given six (6) business days from the date on which said Notice was mailed by certified mail, postage prepaid, return receipt requested, to the other party at the address stated below or at the last changed address given by the party to be notified as hereinafter specified:

Notices to Authority:	Downtown Development Authority of the City of Stockbridge Stockbridge City Hall 4640 North Henry Boulevard Stockbridge, GA 30281 Attention: Chairperson
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with copies to: Seyfarth Shaw LLP
1075 Peachtree Street, N.E.
Suite 2500
Atlanta, Georgia 30309-3958
Attention: Dan McRae
Attorney for Authority

Notices to CITY: City of Stockbridge
Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, GA 30281
Attention: City Manager

with copies to: Wilson Morton & Downs LLC
Two Decatur TownCenter
125 Clairemont Avenue, Suite 420
Decatur, Georgia 30030
Attention: Michael Williams, Esq.
Attorney for the City of Stockbridge

Either party may, however, at any time, change its address for notification purposes by mailing, as herein provided, a notice stating the change and setting forth the new address.

SECTION 5.2 Waivers. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed as a waiver thereof, except as otherwise herein provided. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

SECTION 5.3 Article and Section Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

SECTION 5.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

SECTION 5.5 Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter, and any agreement hereafter made shall be

ineffective to change, modify, or discharge this Agreement or any other existing written agreement in whole or in part unless such agreement hereafter made is in writing and signed by the parties hereto.

SECTION 5.6 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 5.7 Termination. This Agreement shall automatically terminate upon the conveyance of the Subject Property to any third party has approved by the City. In the alternative, either the City or the Authority may terminate this agreement upon sixty (60) days' written notice. The foregoing notwithstanding, all rights that are intended to survive expiration or earlier termination of this Agreement shall survive, which shall include, but not be necessarily limited to, the indemnification of Authority under Article IV, above.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as the day and year first above mentioned.

Attest:

DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF
STOCKBRIDGE

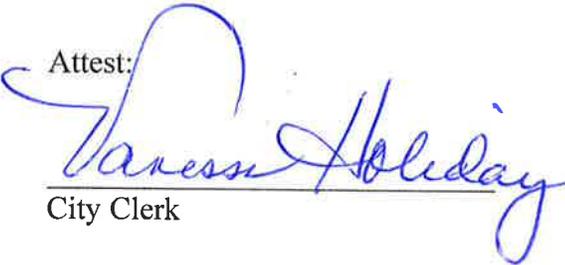
Secretary

Chairperson

Agreed as to form:

Authority Attorney

Attest:



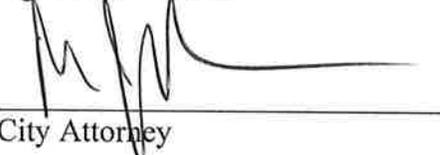
City Clerk

CITY OF STOCKBRIDGE



Mayor

Agreed as to form:



City Attorney