



Where Community Connects

**DOWNTOWN DEVELOPMENT
AUTHORITY OF THE
CITY OF STOCKBRIDGE**

BOARD MEMBERS

Robert Anderson, Chair

Warren Washington, Vice-Chair

Frangela Merritt, Treasurer

Kenya Cook, Secretary

Darrell Stamper, Board Member

Jerry Mays, Board Member

Councilmember Elton Alexander

ADMINISTRATION

Frederick Gardiner, City Manager

Vacant

Economic Development Director

Lisa Fareed

Downtown Main Street Manager

Cassandra Lester, Recorder

Blake Sharpton, Attorney

**Downtown Development
Authority
Meeting Agenda
September 17, 2024 6:00 PM**



**STOCKBRIDGE DOWNTOWN CONNECTION CENTER
130 M L KING SR. HERITAGE TRAIL
STOCKBRIDGE, GA 30281**

Website: www.stockbridgega.org

Phone: 770-389-7900

Fax: 770-389-7912



AGENDA DOWNTOWN DEVELOPMENT AUTHORITY MEETING CITY OF STOCKBRIDGE

TUESDAY, SEPTEMBER 17, 2024 6:00 PM

I. Call to Order

1. Roll Call
2. Motions for additions or deletions to the proposed Agenda
3. Approve Agenda
4. Approve August 20, 2024 Minutes

II. Officers Reports

5. Chairman's Comments – Anderson
6. Vice Chair's Comments -- Washington
7. Treasurer's Update -- Merritt
8. Secretary's Updates – Cook

III. Old Business

9. Delivery of the certified, signed, sealed, and notarized copy of the existing IGA
10. Update on the DDA/EDD/CDA Joint Sponsorship Amphitheater Table Promotion
11. Update on the Joint DDA/EDD/City Burke Street Parking Lot Renovation Project
12. Update on the DDA Façade Grant Program
13. EDD Façade Grant Bailout

IV. New Business

14. New Downtown Development Authority Board Member Jerry Mays

V. City Staff Report

15. City Council Liaison - Councilmember Alexander
16. Economic Development Dept. Liaison – City Manager Frederick Gardiner
17. Main Street Advisory Board Liaison – Lisa Fareed

VI. Executive Session (if needed)

VII. Adjourn

Board Members	City Staff
Robert Anderson, Chair - Present	Cassandra Lester, Deputy City Clerk - Present
Warren Washington, Vice Chair - Present	Vacant, Economic Development Director
Frangela Merritt, Treasurer - Present	Lisa Fareed, Main Street Manager – Present
Kenya Cook, Secretary - Present	Frederick Gardiner, City Manager – Present
Darrell Stampler, Board Member - Absent	
Vacant, Board Member	Guest Speaker
Elton Alexander, City Council Liaison - Present	

Chair Anderson called the meeting to order at 6:05 p.m.

Chair Anderson proceeded with a roll call. All members were present except board member Stampler.

Chair Anderson called for a Motion to approve the June 18th, 2024, meeting minutes. Motion to approve made by Secretary Cook; seconded by Vice-Chair Washington. The Motion passed unanimously.

Chair Anderson called for a Motion to approve the July 16th, 2024, meeting minutes. Motion to approve made by Vice-Chair Washington; seconded by Treasurer Merritt. The Motion passed unanimously.

Officer Reports

Chair's Comments-Anderson

Chair Anderson recited the statement, "With integrity and transparency, the D.D.A. shall strive for sustainable trade, commerce, industry, and employment growth within the Downtown Development District."

Vice-Chair Comments-Washington

Vice-Chair Washington requested updates on the alleyway, breezeway and M.L.K. Senior Heritage Trail projects.

Treasurer Update-Merritt-Financial Report

Treasurer Merritt presented the August balance sheet for the Downtown Development Authority.

The operating account has a current balance of \$23,210.03. This balance reflects payments of \$232.00 for attorney fees; and \$92.26 for supplies.

The Façade account remains at \$30,000.

The Project account has a current balance of \$165,803.44. This balance reflects payments of \$32,846.01 to the City of Stockbridge from the sale of 114 MLK Senior Heritage Trail; \$2,200.00 paid in attorney fees from the same sale; and \$3,500.00 paid to the C.D.A. for the amphitheater V.I.P. table sponsorship.

Chair Anderson called for a Motion to approve August 20th treasurer's report. Motion to approve made by Secretary Cook; seconded by Vice Chair Washington. The Motion passed 4-0-1 with Treasurer Merritt abstaining.

Secretary Update-Cook
No Updates

Old Business

Update on the DDA/EDD/CDA Joint Sponsorship Amphitheater Table

The Board discussed which concerts were available for potential showcase opportunities.

Update on the Joint DDA/City Burke Street Parking Lot Renovation

City Manager Frederick Gardiner provided an update to the Board, informing them that the vendor has signed a contract and aims to complete the parking lot renovation by Bridgefest. The Board discussed and clarified the scope of work and the legal process for the renovation.

Scope of Work:

The Board revised the scope of work section, which was previously understood as "leveling," to {equivalent measures addressing the safety and quality concerns raised by the Board, including actions necessary to "address safety and tripping hazards."} with allotted money that was previously approved.

Vice-Chair Washington motioned to approve moving forward with the project based on; clarifying and defining "Leveling" as implementing the most cost-effective measure to address safety and tripping hazards; based on the City's commitment to providing either one universal dumpster or two dumpsters; based on the city manager reaching out to Georgia Power regarding lighting; based on the D.D.A. providing bicycles rack; based on the budget for the project not exceeding \$8,000; in an effort to have the work completed by Bridgefest. Motion seconded by Elton Alexander. The Motion passed 4-0-1. Chair Anderson abstained.

Legal Process:

During the meeting, Chair Anderson discussed completing a Memorandum of Understanding (M.O.U.), which is a requirement in the Inter-Governmental Agreement (I.G.A.) between the Downtown Development Authority and the City of Stockbridge.

The Board agreed to seek legal clarification on whether a Memorandum of Understanding (M.O.U.) needs to be drafted before the project begins.

Chair Anderson mentioned that if the M.O.U. is not needed, the Downtown Development Authority (D.D.A.) will convene a special meeting to sign its resolution.

City Council Liaison Elton Alexander suggested that the project could move forward if the City accepts the agreement from the D.D.A., and the Board (the Downtown Development Board) can sign its resolution at any time.

City Manager Frederick Gardiner further clarified that the D.D.A. will need a resolution to codify its vote. He also explained that since the vote has been taken, it is now a formality to sign and seal the resolution, which would not require a public meeting.

Board members discussed streamlining the project approval process to prevent delays in improvements within the D.D.A. district.

Secretary Cook motioned that if the attorney stated the M.O.U. is not required, the chair and secretary would sign the resolution immediately thereafter; Treasurer Merritt seconded. The Motion passed unanimously.

Update on DDA MLK Sr. Heritage Trail Façade Grant

The Board discussed and agreed that the Façade grant will cover all the boundaries of the D.D.A. area. They also discussed and agreed to revise the grant criteria from "Business Owners" to "Business/Property Owners."

The Board requested clarification on the application process. To which Chair Anderson proposed the following process: The business owner should first find a contractor. Then, they should visit the City permitting department to ensure compliance with all required regulations, inspections, and building codes. After receiving clearance from the City permitting department, the business owner can submit the contract, clearance from the City, and façade grant application to the D.D.A. Board for approval and funding. Secretary Cook motioned to table the topic until the next meeting; Vice Chair Washington seconded. The Motion passed unanimously.

New Business

None

City Staff Reports

Main Street

Main Street Manager Lisa Fareed has announced that the first 16 feet of Main Street's downtown Stockbridge location has been activated with the implementation of Tiny Tent Concerts. Initially, only four concerts were scheduled, but due to the overwhelming response, the concerts are extended until September 20th, and they will bring the concerts back next year. She then states that Main Street still needs volunteers and asks the D.D.A. Board for support where possible. It is also noted that due to a lack of manpower, the M.S.A.B. will not have a car show at Bridgefest this year but will suggest a drive-in showcase similar to one seen at Carrie-Mae Day.

City Council Update

Council Updates

Councilmember Elton Alexander expressed his excitement about the impressive \$73 million S.T.E.M. school that is preparing to start construction. He stated that the school is the best in the entire state and is an excellent opportunity for the downtown Stockbridge area. He mentioned that Barn Beautiful is up for sale and that 114 Senior Heritage Trail is now ready to lease. He also mentioned potential residential and commercial projects, including two parking decks, a major brand coffee shop, and a park trail connecting the downtown area. Additionally, there are plans for hotels that, although not directly in the downtown area, will still tie into the City's live-work-play plan.

Executive Session – Real Estate Matters

No Updates

Chair Anderson called for a motion to adjourn; Secretary Cook motioned to adjourn the meeting at 7:52 p.m.; seconded by Councilmember Elton Alexander. The Motion passed unanimously. The minutes were written by Deputy City Clerk Cassandra Lester.

Executive Session Criteria	GA Code
Discuss or vote to authorize the settlement of a matter covered by the attorney-client privilege. Identify the case or claim discussed but not the substance of the attorney-client discussion.	50-14-2(1) and 50-14-3(b)(1)(A)
Discuss or vote to authorize negotiations to purchase, dispose of or lease property.	50-14-3(b)(1)(B)
Discuss or vote to authorize the ordering of an appraisal related to the acquisition or disposal of real estate.	50-14-3(b)(1)(C)
Discuss or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote.	50-14-3(b)(1)(D)
Discuss or vote to enter into an option to purchase, dispose of, or lease real estate.	50-14-3(b)(1)(E)
Discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee.	50-14-3(b)(2)
Meeting to interview one or more applicants for the position of the executive head of an agency.	50-14-3(b)(2)
A meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved and the matter discussed was [identify the matter but not the substance of the discussion.	50-14-2(1)
Staff meeting held for investigative purposes under duties or responsibilities imposed by law.	50-14-3(a) (1)

STATE OF GEORGIA
HENRY COUNTY
CITY OF STOCKBRIDGE

RESOLUTION NO.

R23-1593

**A RESOLUTION OF THE CITY COUNCIL APPROVING THE
INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY
OF STOCKBRIDGE AND THE DOWNTOWN DEVELOPMENT
AUTHORITY, SUBJECT TO AMENDED LANGUAGE**

WHEREAS, the City of Stockbridge, Georgia ("City"), and the Downtown Development Authority ("DDA") recognize the importance of collaboration and mutual support for the benefit of the City's growth and development;

WHEREAS, an Intergovernmental Agreement (IGA) has been proposed to outline the terms and conditions of collaboration between the City and the DDA;

WHEREAS, the City Council finds it in the best interest of the City to approve the IGA, provided that certain language within the agreement be amended to better reflect the intent of financial support to the DDA;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Stockbridge, Georgia as follows:

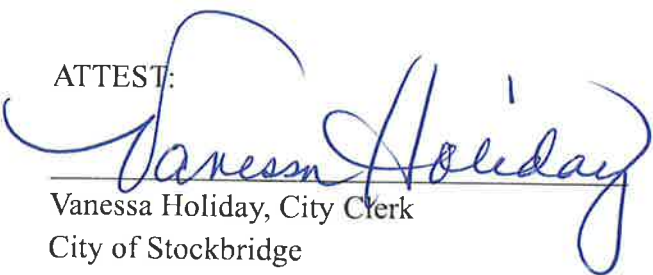
1. **Approval of IGA Subject to Amended Language:** The City Council hereby approves the Intergovernmental Agreement (IGA) between the City of Stockbridge and the Downtown Development Authority, contingent upon the amendment of the language within the IGA, specifically changing the phrase "shall give the DDA funding" to "may give the DDA funding".
2. **Authorization:** The Mayor, or his/her designee, is hereby authorized to execute the amended IGA on behalf of the City of Stockbridge, upon the confirmation that the specified amendment has been incorporated.
3. **Attachment of Exhibit "A":** A copy of the Intergovernmental Agreement, inclusive of the specified amendment, is attached hereto as Exhibit "A".

4. **Severability:** If any provision or portion of this resolution is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this resolution shall remain in full force and effect.
5. **City Attorney's Authority:** In accordance with the City Charter and with the express consent of the City Council, the City Attorney has the authority to revise, edit, and amend all contracts, ordinances, agreements, and documents, ensuring alignment with the City Council's intent and compliance with the City's laws and ordinances. Any such amendment, edit, or revision made by the City Attorney shall be immediately incorporated into the document and shall be deemed as part of the original document from its inception.
6. **Effective Date:** This resolution shall take effect immediately upon its adoption by the City Council.

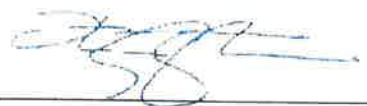
ADOPTED this 25th day of July, 2023.


Anthony S. Ford, Mayor
City of Stockbridge

ATTEST:


Vanessa Holiday, City Clerk
City of Stockbridge

APPROVED AS TO FORM:


Quinton G. Washington, City Attorney
City of Stockbridge

INTERGOVERNMENTAL AGREEMENT

Between

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF STOCKBRIDGE

and

CITY OF STOCKBRIDGE, GEORGIA

Dated as of July 25, 2023

FINAL COPY

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as this "Agreement"), executed on this 25th day of July, 2023 (hereinafter referred to as the "Effective Date"), is made and entered into by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF STOCKBRIDGE** (hereinafter referred to as the "DDA"), a public body corporate and politic, organized and existing under the laws of the State of Georgia, and the **CITY OF STOCKBRIDGE, GEORGIA** (hereinafter referred to as the "City"), a municipal corporation of the State of Georgia (the "State").

WITNESSETH:

WHEREAS, the DDA is a duly constituted public body corporate and politic, created and organized under the auspices of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, as well as the Downtown Development Authorities Law of the State of Georgia, Official Code of Georgia Annotated, Title 36, Chapter 42, as amended (hereinafter referred to as the "Act"), which confers upon the DDA certain powers, rights, and privileges; and

WHEREAS, the DDA has been created and activated pursuant to the Act, for the purpose of promoting trade, commerce, industry, and employment opportunities for the public good and general welfare and for the purpose of promoting the general welfare of the State and specifically to revitalize and redevelop the central business district of the City; and

WHEREAS, under the Act, the DDA has the power, among other things, to borrow money in furtherance of its public purposes and to use the proceeds thereof to undertake projects, including, without limitation, the acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements located or to be located within the central business district for any industrial, commercial, business, office, parking, public, or other use, provided that a majority of the members of the DDA determine by a duly adopted resolution that the project and the use thereof would further the public purposes described in the Act; and

WHEREAS, the City desires to provide administrative assistance to the DDA, including finance, planning, management and communications assistance, and certain other services as more specifically described herein (collectively, the "Assistance") and the City also owns and operates certain facilities that are or may be used by the DDA to accomplish its purpose of revitalizing and redeveloping the central business district of the City; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; each undertaking regarding such activities, services or facilities hereinafter authorized by the City and the DDA to be performed by the DDA pursuant to this Agreement as provided herein is sometimes referred to herein individually as a "**Project**"; and

WHEREAS, a majority of the board members of the DDA (the "**DDA Board**") have found and determined, and do hereby find and determine, that each of the Projects will develop and promote for the public good and general welfare, trade, commerce, industry, and employment opportunities and will promote the general welfare of the State, and will promote the revitalization and redevelopment of the central business district of the City; and

WHEREAS, the City desires to support the Projects and has identified currently available funds, and determined the availability of such funds in the future (the "**Funds**"), that may be provided to the DDA to further the important governmental purpose of revitalization and redevelopment of the City's central business district, consistent with its Constitutional and statutory authority; and

WHEREAS, the City and the DDA have respectively found and determined, and do hereby find and determine, that, (a) as to each of them respectively, this Agreement deals with activities, services or facilities which such contracting party is authorized by law to undertake or provide, and that hence, this Agreement is authorized by the above-mentioned Constitutional provision, (b) that any Project undertaken pursuant hereto is Constitutionally authorized and will promote and develop the public purposes of trade, commerce, industry, and employment opportunities and revitalization and redevelopment of the City's central business district, and (c) neither the City's provisions of any funds or real property pursuant hereto constitute any gift or gratuity that is prohibited by the Georgia Constitution; and

WHEREAS, after careful study and investigation of the nature of the Projects within the scope of this Agreement, the DDA hereby finds and determines that: (a) each of the Projects as defined herein constitutes a "project" as defined in the Act, or will promote the objectives of the Act; and (b) each Project is sound, feasible and reasonable; and

WHEREAS, following study and investigation, the City and the DDA have determined that the Funds and the Assistance to be received by the DDA from the City pursuant to this Agreement will serve to confer the Public Benefit (as defined herein) upon each party, and it is in each of their best interests, respectively, to enter into this Agreement in furtherance of the purposes for which the DDA was created, and for the benefit of the City and its citizens.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants and agreements hereinafter set forth, the DDA and the City hereby agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 Rules of Construction. The definitions referred to in this Agreement shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders.

"Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter," and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

All references herein to particular Articles or Sections are references to Articles or Sections of this Agreement unless otherwise specified.

Section 1.02 Recitals Incorporated Herein. The recitals set forth above are part of this Agreement and are hereby incorporated in this Agreement by this reference.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the DDA. The DDA represents, warrants, and agrees that:

(a) Under the provisions of the Act, the DDA is authorized to enter into and carry out the transactions contemplated by this Agreement; and

(b) There is no litigation or proceeding pending, or to the knowledge of the DDA threatened, against the DDA which would have a material adverse effect on the right of the DDA to execute this Agreement or the ability of the DDA to comply with any of its obligations under this Agreement or any other documents contemplated to be executed by the DDA in connection with the Projects; and

(c) This Agreement, upon execution of the same, will constitute the legal, valid, and binding obligation of the DDA in accordance with its terms, and performance by the DDA of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the DDA is a party or by which the DDA is bound.

Section 2.02 Representations, Warranties, and Agreements of the City. The City represents, warrants, and agrees as follows:

(a) The City is a municipal corporation of the State, having the power to enter into and execute, deliver and perform this Agreement, and, by proper action of its governing body, has authorized the execution and delivery of this Agreement 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 Agreement, 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 Agreement; and

(b) There is no litigation or proceeding pending, or to the knowledge of the City threatened, against or affecting the City, nor to the best of the knowledge of the City is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other documents contemplated to be executed in connection with the delivery of any funds contemplated by this Agreement to the DDA; and

(c) This Agreement, upon execution of the same, will constitute the legal, valid, and binding obligation of the City enforceable in accordance with its terms, and performance by the City of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the City is a party or by which the City is bound.

ARTICLE III **FUNDS AND ASSISTANCE**

Section 3.01 City's Obligations to the DDA.

(a) Operating Budget. To support and further the purposes for which the DDA was created, and for the benefit of the City and its citizens, the City may provide the Funds to the DDA for its operating budget in the amount of \$20,000 annually.

(b) Facade Grant. The City may provide Funds in a total amount of \$25,000 to the DDA through its Facade Improvement Program, subject to the terms and conditions thereof, for any Project that is a facade grant and that meets the eligibility criteria for the DDA's Facade Improvement Program and is undertaken by the DDA pursuant to this Agreement.

(c) Assistance. Upon the Effective Date of this Agreement and for so long as it remains in effect, the City may provide the Assistance to the DDA for the furtherance of the public purposes for which the DDA was created. The Assistance consists of, but is not limited to, the following:

- (i) administrative services, including, but not limited to office tools and programs, such as email, calendaring, and electronic storage;
- (ii) use of City facilities, including, but not limited to, conference rooms, audio visual equipment, file storage, and offices;
- (iii) marketing services, including, but not limited to, use of the City's website, photography capabilities, and Occupational Tax office business contact information;
- (iv) legal services as specifically requested or related to future projects collaboratively pursued by the DDA and City, including, but not limited to, shared use of the City Attorney, conditioned upon the DDA's usage of outside counsel for any matter that presents a conflict of interest between the DDA and the City;
- (v) clerical services, including, but not limited to, use of a portion of the time and effort of certain City staff and employees to perform tasks to support the DDA (the "City Staff Services").

The DDA's use of the Assistance shall not unreasonably interfere with the City's operations.

Section 3.02 DDA's Services to the City. In consideration of the Assistance, the DDA will provide the following services (the "**Services**") to the City during the term of this Agreement:

(a) **Annual Financial Audit.** The DDA shall provide its financial records to the City as part of an annual audit.

(b) **Quarterly Report.** Within fifteen (15) days after the end of each fiscal quarterly period of each fiscal year of the DDA, commencing with the first fiscal quarter after the date of this Agreement, the DDA Chair shall prepare and submit to the City Council a quarterly report, providing a status update on the DDA's operations, current and prospective Projects, other general business of the DDA, and any other reasonable information the City shall request, insofar as such information reasonably relates to the City, within fifteen (15) days prior to the end of the applicable fiscal quarterly period.

(c) **Revitalization and Redevelopment.** The DDA will use commercially reasonable efforts to carry out the revitalization and redevelopment of the City's central business district, provided, that the means and manner of providing such Service shall be determined by the DDA.

Section 3.03. Project fees. In the event that the City transfers any properties to the DDA, the DDA shall be entitled to a fee upon any subsequent sale of such property. The specific fee amount shall be established by the City and the DDA at the time of each property transfer and shall be considered part of the consideration for the transfer of the property. This provision is intended to streamline the process of transferring properties from the City to the DDA by eliminating the need for a separate intergovernmental agreement for each property.

ARTICLE IV **THE PROJECTS**

Section 4.01 Initiation of Projects. Each Project to be undertaken under this Agreement shall be authorized by resolution duly passed and adopted by the City and by resolution of the DDA.

Section 4.02 No Obligation to Initiate Projects. There shall be no obligation on the part of the City or the DDA to authorize any Project. Any Project must be acceptable to the DDA.

Section 4.03 Public Purpose. The public purposes to be served by this Agreement include: (i) placing any Project in service as a revitalization and redevelopment capital project in the City's central business district; (ii) the addition of value to the property and to adjacent and nearby property on the tax digest that would not otherwise be available; (iii) other public revenues such as sales and use taxes and business license fees that will be generated by such Projects that otherwise would not be received by the City; and (iv) the addition of economic stimulus in the City's central business district, all of which (as found and determined by the City and the DDA) will promote the development of trade, commerce and employment opportunities and the redevelopment and revitalization of the central business district of the City. The benefit to be

received by the City, the DDA and the citizens of the City therefrom is sometimes referred to as the "Public Benefit."

ARTICLE V **EXCULPATION**

Section 5.01 Immunity of Members of DDA. No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the DDA contained in this Agreement for any claim based hereon or thereon against any member, director, officer, or employee of the DDA or of any successor thereto, in his individual capacity, either directly or through the DDA whether by virtue of any constitutional provision, statute or rule of law.

ARTICLE VI **TERM; MISCELLANEOUS**

Section 6.01 Term of this Agreement. This Agreement shall be operative for a period commencing on the Effective Date, and expiring at 5:00 o'clock p.m., Stockbridge, Georgia time on _____, 2023 (hereinafter referred to as the "IGA Term"). A project shall have a term that exceeds the IGA Term as provided therein, but in no event shall this Agreement remain in effect longer than fifty (50) years from the Effective Date of this Agreement.

Section 6.02 Termination. If a dispute, disagreement, or dissatisfaction arises out of or relates to this Agreement, and if the matter is not settled through negotiation, then either party shall have the right to terminate this Agreement effective thirty (30) days upon giving written notice of termination to the other party.

Section 6.03 Notices. All communications provided for herein shall be in writing and shall be sufficiently given and served upon the DDA and the City, as applicable, if sent by electronic mail with the original to follow by United States registered mail, return receipt requested, postage prepaid (unless otherwise required by the specific provisions hereof in respect of any matter) and addressed as follows:

If to the DDA:

Downtown Development Authority of the City of Stockbridge
4640 North Henry Blvd
Stockbridge, Georgia 30281
Attention: Chairperson

and to:

Butler Snow LLP
577 Mulberry Street, Suite 1225
Macon, Georgia 31201
Attention: Blake C. Sharpton, Esq.
Email: blake.sharpton@butlersnow.com

If to the City:

City of Stockbridge
4640 North Henry Blvd
Stockbridge, Georgia 30281
Attention: Randy Knighton, City Manager

and to the City Attorney:

Washington, Dreyer and Associates, LLP

270 Peachtree Street NW, Suite 1040
Atlanta, Georgia 30303
Attention: Quinton G. Washington, Esq.
Email: quinton@washingtondreyaer.com

Any party, by notice given hereunder, shall designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 6.04 Binding Effect; Third Party Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the DDA and the City, and their respective successors and assigns. There shall be no third-party beneficiaries of this Agreement.

Section 6.05 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.06 Amendments, Changes and Modifications. This Agreement shall not be amended except in writing signed by both of the parties hereto.

Section 6.07 Execution Counterparts. This Agreement shall be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.08 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

Section 6.09 Law Governing Construction of Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia.

Section 6.10 References to "Person". Whenever necessary to meet formal legal requirements, "person", as used herein in the title of any officer, shall be officially stated as "man."

Section 6.11 Certification. Simultaneously with the City's execution of this Agreement, the Clerk of the City shall execute a certification in the form attached as Exhibit A hereto and incorporated herein by reference and provide it to the DDA, so that the DDA can file a copy of the same with the Secretary of State in compliance with the Downtown Development Authorities Law.

IN WITNESS WHEREOF, the DDA and the City have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their respective duly authorized officers, all as of the date first above written.

**DOWNTOWN DEVELOPMENT AUTHORITY OF
THE CITY OF STOCKBRIDGE**

By: _____

Frangela Merritt, Chairperson

Attest: _____

Bob Swygert, Secretary

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF STOCKBRIDGE, GEORGIA

By:


Anthony S. Ford, Mayor

Attest:

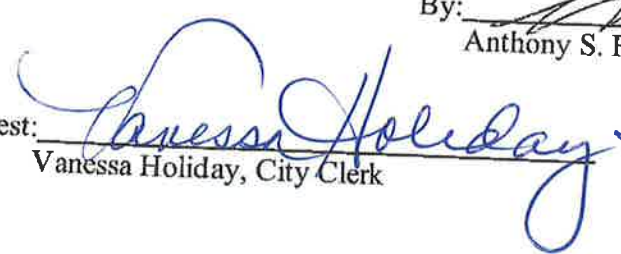

Vanessa Holiday, City Clerk

EXHIBIT A

CITY CLERK'S CERTIFICATE

I, Vanessa Holiday, City Clerk of the City of Stockbridge, Georgia (the "City"), DO HEREBY CERTIFY that the City adopted a resolution on September 9, 2020 (the "Resolution"), which, in connection with approving other things, designated the name of its downtown development authority ("DDA") as the "Downtown Development Authority of the City of Stockbridge". The Resolution repealed prior resolutions to the extent of any inconsistency, including the prior designation of the DDA's name in its resolution adopted on April 8, 2013, which, together with its resolution adopted on December 9, 2013, otherwise remain in full force and effect. The September 9, 2020 resolution, the December 9, 2013 resolution, and the April 8, 2013 resolution collectively comprise the DDA's "Activating Resolution."

WITNESS my hand and seal of the City, this 25th day of July, 2023.

Vanessa Holiday
City Clerk
City of Stockbridge, Georgia

