Katrina Bradbury
Chairman

James Newton
Vice-Chairman

Alan Hallman
Mayor

Cecilia Reme
Board member

J. Allen Poole
Board member

Matt Morrison
Board member

John Stalvey
Board member

Kayla Fortner
Board member

Susan Bailey
Board member

HAPEVILLE DEVELOPMENT AUTHORITY
SPECIAL-CALLED MEETING

n in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, or visit the City's Website for live stream at ıttps://hapevillega.civicclerk.com/Web/Player.aspx?id=684&key=-1&mod=-1&mk=-1&nov=0

June 2, 2022 6:30 PM

AGENDA

1. CALL TO ORDER:

2. ROLL CALL:

Katrina Bradbury, Chairman
James Newton, Vice Chairman
Alan Hallman
Cecilia Reme
J. Allen Poole
Matt Morrison
John Stalvey
Kayla Fortner
Susan Bailey

3. NEW BUSINESS:

3.I. Consideration and Action to approve the Hapeville Development Authority Revenue Bond.

3.II. Consideration and Action to Transfer 3560 and 3572 Perkins Street to the Hapeville Development Authority for the Purpose of Redevelopment.

Documents:
1. IGA

4. ADJOURN:

INTERGOVERNMENTAL AGREEMENT
FOR THE TRANSFER OF REAL PROPERTY AT 3560 PERKINS STEET AND 3572 PERKINS STREET, CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA FOR THE PURPOSE OF REDEVELOPMENT

Between

THE CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA
and
HAPEVILLE DEVELOPMENT AUTHORITY

THIS INTERGOVERNMENTAL AGREEMENT (the "IGA") by and between the **CITY OF HAPEVILLE**, a municipal corporation and political subdivision of the State of Georgia, acting by and through its duly elected City Council (the "City"), and the **HAPEVILLE DEVELOPMENT AUTHORITY** (the "HDA"), an instrumentality and political subdivision of the State of Georgia and a public corporation acting by and through its duly appointed Board, is effective this ____ day of _____,2022 (the "Effective Date").

W I T N E S S E T H:

WHEREAS, The HDA, was created pursuant to Section 2.101 of the Code of Ordinances, City of Hapeville, Georgia; and

WHEREAS, under Section 2.102, the HDA was created for the purpose of acquiring, constructing, adding to, extending, improving, equipping, maintaining, and operating any buildings for the public good, general welfare, trade, commerce, industry, and employment opportunities within the City; and

WHEREAS, pursuant to Section 2.105, the HDA has the power, among others, to finance (by loan, grant, lease, or otherwise) its authorized projects from the proceeds of revenue bonds of the HDA, notes or other obligations of the HDA, or any other funds of the HDA, or from grants or contributions or loans by persons, corporations, partnerships (limited or general) or other entities, grants or contributions from the United States of America or any agency or instrumentality thereof or from the State of Georgia or any agency or instrumentality thereof; and

WHEREAS, the HDA desires ownership of real property located within the corporate limits of the City, namely 3560 Perkins Street, City of Hapeville, Fulton County, Georgia (Tax Parcel ID# 14-009500010113) and 3572 Perkins Street City of Hapeville, Fulton County Georgia (Tax Parcel ID# 14-009500010188) (the "Subject Property"); and

WHEREAS, the Subject Property is approximately 2.4639 acres (legal descriptions of the Subject Property are attached hereto as Exhibit "A") and is currently zoned for residential mixed use; and

WHEREAS, the Subject Property contains a parking lot and warehouse facility; and

WHEREAS, the City and HDA desires redevelopment of the Subject Property to a use consistent with the applicable zoning regulations; and

NOW THEREFORE, in consideration of the mutual promises of the Parties and the mutual benefits flowing from each Party to the other, and other good and valuable consideration exchanged, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
PURPOSE

Section 1.01. Purpose. The purpose of this IGA is for the HDA to facilitate the redevelopment of the Subject Property through the conveyance of same in accordance with this IGA.

Section 1.02. Transfer of Subject Property. The City hereby agrees to transfer of the Subject Property to the HDA, and the HDA agrees to accept and dispose of the Subject Property in accordance with this IGA.

Section 1.03. Sale of the Subject Property. The HDA shall sell the Subject Property within one hundred and eighty (180) days from the date the City transfers the Subject Property to the HDA and only in accordance with the following conditions: (a) the sale shall result in a net payment for the Subject Property of no less than 1.8 million dollars ($1,800,000.00); (b) the purchaser of the Subject Property paying all closing costs and attorney's fees associated with such sale; (c) the purchaser must commit to redevelop the Subject Property consistent with the zoning and land use ordinances and policies of the City; (d) the HDA shall transfer to the City within 30 days of the closing on the sale of the Subject Property the full amount the HDA receives on the sale of the Subject Property.

ARTICLE II
DURATION

Section 2.01. Duration, Term, and Termination. The Term of this IGA shall commence as of the Effective Date (defined above) and shall remain in effect for one year. If the HDA has not sold the Subject Property to a company within that time, the HDA shall transfer the sale of the Subject Property back to the City at no cost.

The HDA and the City agree that either Party may terminate this IGA for convenience upon ninety (90) days written notice provided to the other party. Upon termination, the HDA shall transfer the Subject Property back to the City at no cost to the City.

ARTICLE III
GENERAL PROVISIONS

Section 3.0. Enforcement; Waiver. The failure on the part of any Party to enforce any provision of this IGA shall not be construed as a waiver of that Party's rights to enforce such provisions in the future. A waiver of any term of this IGA on the part of any Party in one case shall not be construed as a waiver in any other and shall not affect any other term of this IGA.

Section 3.02. Assignment. This IGA shall not be assigned by either Party without the prior written consent of the other.

Section 3.03. Binding Effect. This IGA shall inure to the benefit of, and be binding upon, both parties' respective successors, heirs, and assigns.

Section 3.04. Entire agreement. This IGA sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this IGA. It is further understood and agreed that the terms and conditions of this IGA are not a mere recital and that there are no other agreements, understandings, or representations between the Parties in any way related to the subject matter of this IGA, except as expressly stated in this IGA.

Section 3.05. Recordkeeping. Both parties agree that the public shall have access, at all reasonable times, to all documents and information pertaining to the services provided hereunder, subject to the provision of O.C.G.A. § 50-18-70, *et seq*.

Section 3.06. Hold Harmless. To the extent allowed by law, the HDA and the City, agree to save and hold the other party harmless and defend the other party against all claims and liability for loss, damage, injury, or death arising out of acts, errors, or omissions pursuant to this IGA.

Section 3.07. Third Party Claims. Nothing contained in this IGA shall create a contractual relationship with a cause of action in favor of a third party against the HDA or the City.

Section 3.08. Severability of Provisions. If any provision of this IGA, or its application to any Person, Party, or circumstance, is invalid or unenforceable, the remainder of this IGA and the application of that provision to other Persons, Parties, or circumstances is not affected but will be enforced to the extent permitted by law.

Section 3.09. Governing Law. This IGA is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced, and governed under the laws of the State of Georgia without regard to the doctrines of conflict of laws. The language of all parts of this IGA shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party. The Parties intend that this IGA shall be construed liberally to effectuate the intent and purposes of this IGA

Section 3.10. Captions and Headings. The captions, headings, and titles in this IGA are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this IGA.

Section 3.11. Terminology. All terms and words used in this IGA, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 3.12. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this IGA, the matter under dispute, unless resolved between the Parties, shall be submitted to the Superior Court of Fulton County, Georgia.

Section 3.13. Amendments. This IGA may be amended or an alternative form of this agreement adopted only upon written amendment approved by all Parties.

Section 3.14. Notices. All notices given pursuant to the terms of this IGA shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepaid, or by utilizing the services of a nationally recognized overnight courier service with signed verification of delivery. Notices shall be deemed given only when actually received at the address first given below with respect to each Party.

Notices required to be given to the Parties pursuant to this IGA shall be addressed as follows:

As to Hapeville Development Authority and **As to City of Hapeville**:

3468 North Fulton Avenue
Hapeville, Georgia 30354
Attn: Sharee Steed, City Clerk

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

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed by placing on it the signatures of the persons authorized to act for the parties as follows:

Development Authority of the City of Hapeville, Georgia (SEAL)

By:_____
Katrina Bradbury, Chairman

Attest:_____
Secretary

City of Hapeville, Georgia (SEAL)

By:_____
Alan Hallman, Mayor

By:_____
Sharee Steed, City Clerk

APPROVED AS TO FORM:

By:_____
City Attorney