CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
December 9, 2024 at 6:30 PM

The Honorable Michael Owens, Mayor
The Honorable Ron Davis, District 1 Councilmember
The Honorable Dami Oladapo, District 2 Councilmember
The Honorable Keisha Jeffcoat, Mayor Pro Tem/District 3 Councilmember
The Honorable Patricia Auch, District 4 Councilmember
The Honorable TJ Ferguson, District 5 Councilmember
The Honorable Debora Herndon, District 6 Councilmember

CITY COUNCIL WORK SESSION AGENDA

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **AGENDA ITEMS AND DISCUSSION**
   a. **HR Knowledge Source (HRKS) Report - Jenee Boler, HR Consultant**
   b. **AV Equipment at 1245 Veterans Memorial Hwy Presentation - Xavier Ross, Special Projects Manager**
   c. **Interim Communication Functions Presentation - Xavier Ross, Special Projects Manager**
   d. **Community Development Report and Procedural Presentation - Community Development Director Juliana Njoku**
   e. **Purchase of Code Enforcement Vehicles Presentation - Xavier Ross, Special Projects Manager**
   f. **HB 581 Discussion - City Manager Bill Tanks**
   g. **A Resolution Authorizing an Intergovernmental Agreement with the Mableton Urban Redevelopment Agency - City Attorney Emilia Walker-Ashby**
6. **PRE REGULAR MEETING AGENDA REVIEW**
   a. **Review of the December 11, 2024 Regular Meeting Agenda**
7. **ANNOUNCEMENTS**
8. **EXECUTIVE SESSION (IF NEEDED) FOR LITIGATION (O.C.G.A. 50-14-3(B)(1)(A)REAL ESTATE(O.C.G.A. 50-14-3 (B)(1)) PERSONNEL (O.C.G.A. 50-14-3 (B)(2)) AND MISC. EXEMPTIONS (O.C.G.A. 50-14-3 (B)(4)&(5))**
9. **ADJOURNMENT**

Persons with special needs relating to handicapped accessibility, disability, or foreign language may contact the City Clerk at (404) 927-9502 or susan.hiott@mableton.gov at least three days prior to the meeting. The clerk can be located at the City of Mableton Offices, Riverside EpiCenter, 135 Riverside Pkwy, Austell, Georgia 30168 during regular office hours.

AGENDA ITEM MEMORANDUM

MEETING OF: December 9, 2024
DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: HR Knowledge Source (HRKS) Report - Jenee Boler, HR Consultant

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: I move to

ATTACHMENTS: None

AGENDA ITEM MEMORANDUM

MEETING OF: December 9, 2024
DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: AV Equipment at 1245 Veterans Memorial Hwy Presentation - Xavier Ross, Special Projects Manager

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: I move to

ATTACHMENTS:
1. City of Mableton AV Upgrades 12-6-24 (1)
2. Background & Resolution (EXPENSE) AV for 1245 VMH Admin Space

Proposal For AV System Upgrades

Prepared for

Xavier Ross of

Prepared by:

1651 Crofton Blvd., Suite 12
Crofton, MD 21114
p. 410-721-4040
f. 410-721-4450

SMALL DISADVANTAGED BUSINESS (SDB)
MINORITY BUSINESS ENTERPRISE (MBE)-(DBE)

December 6, 2024

Dear Mr. Ross,

In response to your request for new audio visual upgrades at the City of Mableton in Mableton, GA, I have prepared a proposal which includes the parts and labor associated with your installation. Please carefully review the enclosed document and give me a call at your earliest convenience.

I sincerely appreciate the opportunity to earn your business.

Best Regards,

Ivan Collins
Innoface Systems Inc.
730 Peachtree St NE
Atlanta, GA 30308
M: 202-492-2627
B: 877-721-4040
icollins@innofacesystems.com
www.innofacesystems.com

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—INTRODUCTION—

INNOFACE Systems, Inc. sells a wide array of audio-visual products, which are custom-installed by certified technicians. Service and maintenance agreements are also offered.

The client base is comprised of government agencies, as well as, commercial and residential customers. INNOFACE strives for 100% client satisfaction by providing quality products and unsurpassable customer service. Those high standards of operation have helped to make INNOFACE a leader in the audio-visual industry.

MISSION STATEMENT

"To provide remarkable customer service while solving the audio-visual needs of our customers. To understand, acknowledge and act on the needs of your unique situation. INNOFACE understands the value of great service and support, so it is our duty to display these qualities and ethics with each and every valued client. This is the INNOFACE difference"

—Integration Process—

INNOFACE Systems Inc. is dedicated to providing technically sound, well-integrated and user-friendly solutions for our client's unique requirements. To that end, INNOFACE Systems Inc. utilizes a six-step process, which ensures seamless communication and transition from project conception to project completion.

1-Consultation

The consultation process is truly the foundation upon which your system and its capabilities will be built. During this process, your INNOFACE Systems Inc. Sales Representative will meet with key personnel from your organization to perform an in depth needs analysis. The result of the needs analysis will be a thorough understanding of your current and future requirements, the individuals who will use the system and the environment and manner in which it will be utilized.

2-Engineering & Design

At this point INNOFACE Systems Inc. will appoint a Project Engineer. The Project Engineer will team with your INNOFACE Systems Inc. Sales Representative and will follow your project through to completion. During this phase, the information acquired during the needs analysis is developed into a technically sound and functional system design. The Project Engineer, along with your INNOFACE Systems Inc. Sales Representative will perform a feasibility study. The study will include an examination of the desired capabilities, architectural, environmental, and technical details of your system. During the engineering and design process, the selection of the appropriate equipment, hardware and software is accomplished. The result of the engineering and design process is a system designed specifically to meet the requirements and environmental conditions that are unique to your application.

3-Pre-Installation

Once you have contracted with INNOFACE Systems Inc., the Pre-Installation phase begins. Although this may be one of the least visible and lengthy steps, the pre-installation phase is critical in ensuring a seamless integration of your specified system. It is during this phase that coordination between the Project Engineer, architects, general contractors, and other trades begins. While coordination with the other trades is occurring, INNOFACE System's engineering team develops the required facility drawings, signal flow diagrams, equipment rack layouts and the design and programming of the custom control system's graphical user interface (GUI).

During the pre-installation phase, INNOFACE System's fabrication team will assemble equipment racks and perform wiring and termination of equipment within the racks. The final stage of pre-installation is testing. During the testing process, INNOFACE System's fabrication and engineering teams will test each piece of equipment to ensure it is working properly and is without noticeable manufacturer defect. Additional tests performed include testing for proper signal flow and custom control system operation.

4-On-Site Integration

This phase is by far the most noticeable, with the bulk of the integration being accomplished once your facility is clean and secure. To ensure your expectations are met the field integration team responsible for your installation reports to and is directed by the Project Engineer for your system.

INNOFACE System's professional field integration team will install your system in a manner that exceeds industry standards. Our industry trained integration team will install all components, cables and hardware necessary to support the specified system. At the end of each day's work, the area in which INNOFACE Systems Inc. worked will be left in a clean and orderly state.

Upon completion of the physical installation, the Project Engineer along with the field integration team will perform functionality tests on the entire system. It is at this point that final adjustments are made to ensure optimum performance of each component and the system as a whole.

5-Training & Documentation

Training and documentation will provide operational and maintenance personnel with an understanding of daily system use. Training will consist of instruction and hands-on experience with the system. Documentation will include as-built diagrams and manufacturers equipment manuals, which will be assembled and delivered on the day of training. A custom written operational manual is available at an additional cost.

6-Warranty

Warranty and support will be provided for 60 days from project completion and signoff. Warranty covers all installation and equipment failures within a 60 day period. If a problem cannot be resolved via telephone support, a service technician will be dispatched to your facility to initiate a repair. Optional extended warranties are available for clients who wish to further protect their investment.

—SCOPE OF WORK—

SUMMARY

Innoface systems is proposing to design, deliver, and install a new, professional grade audio visual system in the multipurpose/meeting room for the City of Mableton, GA. The room will be used for presentations, Town Hall meetings, and various other meeting types. The engineered design will allow for multifaceted functions to ensure the room is capable of mixed-use technology at any time for any meeting type.

The remainder of this proposal will be broken down by Video, Audio and Control subsections.

Multipurpose/Meeting Room

VIDEO

The video will be displayed from (1) wall mounted 98" display, that will be installed on the front wall of the room. End users will have the ability to display video from a room computer or from a visitor's laptop onto the display. There will be an HDMI connection located at the owner-furnished podium, that will allow end users to plug in their laptop and present with ease. End users will also be able to use a room computer to conduct web meetings from services such as Microsoft Teams, Zoom, and WebEx.

To aid in facilitating more efficient presentations, Innoface has included a wireless laptop connection, which will provide end users the convenience and flexibility to start a presentation quickly and seamlessly, as well as display video from any laptop, anywhere in the room. The presenter(s) will have full engagement and will not be limited in their mobility because of tangled or cluttered cables.

Innoface Systems has designed the system to have (2) wall mounted cameras installed in the room to be used for video streaming. One of the cameras will be located at the rear and will face the front of the room and the other will be located at the front and will face the rear of the room. Both cameras will be configured for optimal video quality while streaming and presenting within the room. Both cameras will also have pan, tilt, and zoom capabilities so that the desired angle can be achieved.

As an option, Innoface Systems has included pricing for an auto-tracking camera, which will allow the presenter to be automatically followed around the room while speaking.

The following video sources will be available:

- ✓ Room Computer
- ✓ Wired Laptop Input
- ✓ Wireless Laptop Input

The proposed video solution is the optimal design for this room because it will allow for maximum flexibility, future growth, and ease of use for the less technical users.

AUDIO

All audio in this room will be clearly heard from (8) in-ceiling speakers that will be strategically and professionally installed in the ceiling to provide clear, concise audio coverage over the desired area. During video streams, the audio from the far-side of the video stream/conference will be heard from the ceiling speakers. In addition to the ceiling speakers, Innoface Systems will deliver and install a digital microphone system that will be used to disperse audio back into the room, as well as out to participants who are attending by way of the video stream. Innoface Systems will provide (8) wireless gooseneck microphones that will be placed in front of any person speaking so they can be clearly heard throughout the room and on video streams.

For a comprehensive audio solution, Innoface Systems will provide (1) permanent podium gooseneck microphone to be used for presenters speaking at the podium and (1) wireless handheld microphone to be passed around the room and used for Town Hall meetings when voice reinforcement/amplification is needed. Additionally, Innoface Systems will provide (6) in-ceiling microphones that will be used for general coverage within the room for increased audio quality over the video stream. As an added benefit, all the microphones will be easily controlled from the control panel and will have the ability to be muted, volume adjusted or unmuted at any time with ease.

The audio will play from the following sources:

- ✓ Room Computer
- ✓ Wired Laptop Input
- ✓ Wireless Laptop Input

The audio system will be designed and installed with digital connectivity, allowing the system to be future-proof and upgradable for years to come.

CONTROL

The performance of the audio visual system will be optimized as a result of the custom-programmed control system. End users will be able to walk into the room and press one button, which will turn on the audio visual system with ease.

For enhanced functionality and accessibility, a touch panel controller will be located at/near the podium and another located near the equipment rack at the rear of the room. The seamless integration of the control system will allow end users to control the following features:

- ✓ Video source selection
- ✓ Room cameras including camera view presets
- ✓ Video switching
- ✓ Audio levels
- ✓ Camera pan, tilt and zoom
- ✓ Microphone levels and muting
- ✓ Video streaming

Misc.

Innoface Systems, Inc. will install your system in a way that exceeds industry standards. Innoface will train the end users on the proper ways to operate the audiovisual system upon completion. Innoface will work closely with the end users to properly identify and alleviate all installation risk factors to ensure that the system operates as designed.

- ✓ High voltage electrical should be provided by a licensed electrician. An outlet is required at the display, AV rack and podium locations. Innoface does not provide electrical.
- ✓ A hardwired data connection is required at the rack and podium locations.
- ✓ Innoface Systems does not provide drywall repair. Any drywall repair is the responsibility of the end users/contractors.
- ✓ Innoface Systems will provide a room computer for streaming
- ✓ All streaming and recordings will be saved within their respective software platforms (i.e. YouTube, Zoom, Teams)
- ✓ If the proposal is cancelled by the customer a 15% restocking fee will apply for all returned equipment.
- ✓ A 65% deposit is required to start work.

—KEY EQUIPMENT FEATURES—

CRESTRON TS-1070 TABLETOP TOUCH SCREEN

Key Features

- ✓ 10.1 in. (257 mm) widescreen active-matrix color display and 1920 x 1200 WUXGA display resolution
- ✓ Capacitive touch screen display
- ✓ Custom-programmable virtual control buttons
- ✓ Built-in Rava® SIP intercom
- ✓ Built-in speakers and microphone
- ✓ H.265, H.264, or MJPEG streaming video display
- ✓ Native apps for Crestron Home™ OS, Sonos® home sound control, Zoom Rooms™ conferencing control, Microsoft Teams® online meeting solution, and various room scheduling services
- ✓ Built-in Bluetooth® communications beacon
- ✓ Single wire Ethernet connection with PoE or PoE+ power
- ✓ Wi-Fi® network connectivity
- ✓ Enterprise grade security and authentication
- ✓ Web, cloud, or device-based configuration

SAMSUNG QB98TB 98” 4K UHD SLIM DISPLAY

Key Features

- ✓ Incredible 4K picture quality with 3840 x 2160 UHD resolution
- ✓ Dynamic Crystal Display
- ✓ Intelligent UHD upscaling
- ✓ Non-glare display with 24/7 operation
- ✓ Built-in Wi-Fi and Bluetooth
- ✓ Full 3-year commercial warranty

—EQUIPMENT LIST—

INNOFACE SYSTEMS
AUDIO - VISUAL INTEGRATION
730 Peachtreee Street
Atlanta, GA 30308

Prepared By: Ivan Collins

Prepared For: **City Of Mableton, GA**
Location: **Mableton, GA**
Date **December 6, 2024**
Proposal #: **120624MABGA**

Project Name: **Mableton AV Upgrades**

	Quantity	MFG	Model	Description	Unit Price	Extended Price
✓	1	Samsung	QB98T-B	98" Display HD 4K Commercial LED	$4,603.75	$4,603.75
✓	1	NB	HD-MT	Wall Mount for 98" Display/Tilt	$102.03	$102.03
✓	2	IFS-AVIPAS	1563	Wall Mounted PTZ Cameras HD	$1,207.07	$2,414.14
✓	2	IFS-Conference S	WMT01	Camera Wall Mount	$44.93	$89.86
✓	1	Jtech Digital	JTD88 HD	HDMI Matrix Video Processor 4k	$1,187.50	$1,187.50
✓	4	IFS-JTD	HDMI-EXT	Long Range Video Extenders 4K	$161.63	$646.52
✓	1	Barco	CX50	Wireless Video Presentation System-	$1,749.00	$1,749.00
✓	2	IFS-Mage	ST1	Video Streaming Interface	$302.02	$604.04
✓	8	IFS-C2	CG39907	In Ceiling Speakers (White) 70V	$76.91	$615.28
✓	1	TOA	BG-2240D-AM	Class D Power Amp- Commercial	$768.74	$768.74
✓	1	Biamp	Tesira CI-DAN	Dante Networked Sound Processor-	$2,919.75	$2,919.75
✓	1	Shure	QLXD124/85	Digital Wireless Handheld & Lapel	$1,585.00	$1,585.00
✓	1	Shure	CVG12	Podium Gooseneck Microphone 12"	$105.26	$105.26
✓	8	Shure	MXW8	Wireless Gooseneck Microphones	$606.67	$4,853.36
✓	1	Shure	APT-8	Wireless Access Point	$3,137.65	$3,137.65
✓	1	Shure	MXWNCS8	Wireless Docking Station 8 Port	$1,579.55	$1,579.55
✓	1	TPLINK	AS3000 or Equal	Network Switch- DANTE	$111.10	$111.10
✓	8	Shure	MX410	10" Gooseneck Attachments	$292.94	$2,343.52
✓	1	Shure	A400SM	Podium Gooseneck Shock Mount	$25.00	$25.00
✓	1	Crestron	CP4	4 Series Control Processor	$1,989.25	$1,989.25
✓	1	Crestron	TS1070	10" Rack Touch Panel1	$2,378.05	$2,378.05
✓	1	Apple	IPAD 9th Gen	Wireless Control Panel for Room Control	$305.10	$305.10
✓	1	IFS-IPO	LUX	Docking Station and Charging Base-	$773.20	$773.20
✓	1	IFS-Connect-Tec	6761299-1	POE Injector- Ethernet 10 Base T	$21.51	$21.51
✓	1	IFS-MA	PD-915R	Rack Mount Power Supply	$319.14	$319.14
✓	1	IFS-MA	ERK-1825	AV Rack With Locking Plexi Front door	$877.54	$877.54
✓	1	IFS-Innoface	LOT	Misc. Materials, Cables, Connectors,	$879.12	$879.12
✓	1	Dell	Optiplex	PC with i7 4K Video, Small Form Factor	$1,339.00	$1,339.00
✓	6	Shure	MX202	In Ceiling Microphones for Audience	$208.97	$1,253.82
					Total Equipment & Materials	$39,576.78

—PROPOSAL SUMMARY—

INNOFACE SYSTEMS
AUDIO - VISUAL INTEGRATION

730 Peachtreee Street
Atlanta, GA 30308

Prepared By: Ivan Collins

Prepared For:	**City Of Mableton, GA**
Location:	**Mableton, GA**
Date Prepared:	**December 6, 2024**
Proposal #:	**120624MABGA**
Project Name:	**Mableton AV Upgrades**

TOTAL EQUIPMENT COST		**$39,576.78**
LABOR		**$16,350.00**
G&A and FREIGHT CHARGES		**$1,313.75**
	SUBTOTAL	**$57,240.53**
1st YEAR WARRANTY & PREVENTATIVE MAINTENANCE		**$1,895.00**
	TAXES	**$0.00**
	GRAND TOTAL	**$59,135.53**

Not included: Structural, ceiling, millwork, or AC/heat modifications, HV electrical or conduit.

Proposal valid for 60 days. This entire document and all information enclosed including drawings, specifications and designs is the property of Innoface Systems, Inc. Proprietary information provided to our client or his agents is for the sole purpose of demonstrating Innoface's capabilities and shall be held in confidence. These materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of Innoface Systems, Inc.

PROPOSAL ACCEPTANCE

______________________________ ______________________________

Client Signature Date

______________________________ ______________________________

Innoface Systems, Inc. Signature Date

AGENDA ITEM MEMORANDUM

MEETING OF: December 9, 2024

DEPARTMENT: Office of the City Manager

ISSUE/AGENDA ITEM TITLE: Agreement with Innoface Systems for AV installation at 12456 Veterans Memorial Hwy.

BACKGROUND/SUMMARY:

As the City of Mableton prepares to move towards its Administrative space at 1245 Veterans Memorial Hwy, the Council approved a low-voltage installation package in November of 2024 which laid the framework for all electrical needs. Currently, staff is submitting a proposal out (3) vendors, Innoface Systems to complete the Av installation along with supplying all needed equipment to operate meeting functionally in the space. The cost associated with this installation $59,135.53

BUDGETED/FINANCIAL IMPACT – FUND:

The City Council approved facility spending in the FY 2025 budget under the General Fund Capital Spending Plan. The cost to execute this proposal is $53,153.53 This will not impact the budget as it is an anticipated expenditure.

RECOMMENDATION: Staff recommendation to the council is to formally authorize the City and the Mayor to execute an agreement with Innoface Systems to order the desired equipment and install it within the Administrative Suite at 1245 Veterans Memorial Hwy in the amount of $59,135.53

Motion:

Motion to authorize the mayor to execute an agreement with Innoface Systems in the amount of $59,135.53

ATTACHMENTS

1. Innoface Systems Proposal

AGENDA ITEM MEMORANDUM

MEETING OF: December 9, 2024
DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Interim Communication Functions Presentation - Xavier Ross, Special Projects Manager

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: I move to

ATTACHMENTS:
1. Background & Resolution (REASSIGNMENT) Interim Communication Function

AGENDA ITEM MEMORANDUM

MEETING OF: December 9, 2024

DEPARTMENT: Office of the City Manager

ISSUE/AGENDA ITEM TITLE: Interim Communication Function

BACKGROUND/SUMMARY:

City of Mableton has been in existence since 2022. As the staff, services, and operations are being built out, the City is in need of some major communication services. Traditionally, the desired services will fall under the direction and scope of the Community Engagement and Communications Department. However, since the City does not have a Communications Director, we are submitting a Interim Communication Function which will give the City the initial services needed within the Communications Department. This will be considered a SPECIAL PROJECT under the Office of the City Manager. In addition, this function will supported by the efforts of the Special Projects Manager and the Public Relations Specialist. This interim function will remain in place until the hiring of the Communication Director. The interim function will include the following areas of service:

1. Enhancement and revamping of the City social media channels/outlets/platforms
   (Facebook, Instagram, LinkedIn, and Nextdoor)
2. Begin the rebranding services of the City
   (Include the logo & city seal by contracted vendor)
3. Upon rebranding efforts, we will begin to re-platform and redesign the City website.
   (Contracted services)
4. City-Wide & District Newsletter Templates
   (Create and provide the templates)
5. Create the City-Wide Communications Plan
6. Create the City-Wide Crisis Response Communication Plan
7. 3CMA Membership

BUDGETED/FINANCIAL IMPACT – FUND:

The only associated cost is the membership with 3CMA which is under the City Managers directive.

RECOMMENDATION: Staff recommendation to the council is the approval of the Interim Communication Function which will be in order until the hiring and job placement of the Director of Communications.

Motion:

AGENDA ITEM MEMORANDUM

Motion to authorize the City Manager direct staff in the order of fulfilling the Interim Communication Function until a Director of Communications is hired.

AGENDA ITEM MEMORANDUM

RESOLUTION DRAFT

RESOLUTION (#)

A RESOLUTION AUTHORIZING THE EXECUTION OF THE INTERIM COMMUNICATIONS PLAN.

WHEREAS, the City of Mableton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City seeking to enhance its communication efforts; and

WHEREAS, the City Manager requests the approval of an Interim Communication Function that will be provided and executed within the Office of the City Manager until the formal hiring of a Communications Director; and

WHEREAS, the approval of this function is needed to ensure the proper communication standards are in place to effectively serve the City of Mableton's residents.

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

1. The City Manager is hereby authorized to allow staff to begin the Interim Communication Function as outlined in supporting documents.
2. The function will remain in place until a Communications Director is appointed by Council.
3. The City Manager is authorized to execute any necessary documents related to this agreement.

FURTHER RESOLVED, that this resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Mableton on this 11th day of December 2024.

ATTACHMENTS

1. Interim Communication Function Task Sheet Outline.

AGENDA ITEM MEMORANDUM

Interim Communication Function

Task-Sheet Outline

Presented: December 9th

Need: City Council Approval

- SOCIAL MEDIA

  (Enhanced Facebook page)

  (NEW IG)

  (Enhanced LinkedIn page)

  (Enhanced Nextdoor Page)

- City Branding (LOGO & CITY SEAL)

  Intro phase of re-branding logo Mableton

  (Vendor Search)

  To include Mableton logo & city seal/Mayor's Seal & Logo

  WE ARE (secondary) logo

- Website Integration

  Recommend vendors for rebuilding

  Rebuilt website (Comm Coord – March 2025 or later)

  Link city social media, press releases, and stories to the website

- City-Wide Newsletter & District Newsletter template

  Provide vendors for the print/digital newsletter (Quarterly - Summer 2025)

  Create District DIGITAL Newsletter (Bi- monthly) template

AGENDA ITEM MEMORANDUM

Interim Communication Function

Task Sheet Continued

- City-Wide Communications Plan

  Plan will be drafted in 2025 and presented to the Council.

  Plan can/will be updated by the Communications Director

  Plan will be published with GMA in 2025

- City-Wide Crisis Communications Plan

  Plan will be drafted in 2025 and presented to the Council.

  Plan can/will be updated by the Communications Director

  Plan will be published with GMA in 2025

- 3CMA Membership
  Membership will be for (Special Projects Manager/Public Relations Specialist/Director of Communications.
  Associated fee is $845.00

AGENDA ITEM MEMORANDUM

MEETING OF: December 9, 2024
DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Community Development Report and Procedural Presentation - Community Development Director Juliana Njoku

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: I move to

ATTACHMENTS: None

AGENDA ITEM MEMORANDUM

MEETING OF: December 9, 2024
DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Purchase of Code Enforcement Vehicles Presentation - Xavier Ross, Special Projects Manager

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: I move to

ATTACHMENTS:
1. Background & Resolution (PURCHASE) Ford F-150 Lightning
2. Ford Lighting Price Sheet
3. State Contract Email
4. Wade Ford Proposal

AGENDA ITEM MEMORANDUM

MEETING OF: December 9, 2024

DEPARTMENT: Office of the City Manager

ISSUE/AGENDA ITEM TITLE: Agreement with Wade Ford to purchase fleet vehicles

BACKGROUND/SUMMARY:

As the City of Mableton moves towards launching its "City Services" in March of 2025, the office of the City Manager is preparing for the fleet that will be needed. These fleet vehicles will be used by the Code Enforcement Department. In the interest of fuel efficiency, we are recommending the purchase of (3) BRAND NEW 2023 Ford Lightning Trucks. These trucks are electric. In addition, we are requesting the purchase of (3) Ford charging stations which will be installed and housed at the location of the fleet. Fleet will be housed at 6116 Mableton Parkway, Mableton, GA. The purchase of the vehicles is in alignment with the DOAS cooperative contract 99999-001-SPD0000183-0006 not to exceed the base price of $66,869.00 per vehicle ($58,674.00 – Holiday Sale Price). The City will also receive an additional $2,000.00 Fleet Discount making each vehicle $56,674.00 The total cost for the vehicle purchase will not exceed $170,022.00 In addition, the charging stations will be purchased at $500 per unit. The anticipated grand total will be $171,522.00

BUDGETED/FINANCIAL IMPACT – FUND:

The City Council approved $175,000.00 in the FY 2025 budget under the General Fund Capital Spending Plan. The line-item designation is the Quality of Life and Code Enforcement. Our anticipated spending is valued at $171,522.00 with a budget line of $3,478.00 remaining following the purchase. We are receiving an additional FLEET DISCOUNT as provided by the dealership (Wade Ford) in the amount of $2,000.00 per vehicle. This will not impact the budget as it is an anticipated expenditure.

RECOMMENDATION: Staff recommendation to the council is to formally authorize the City and the Mayor to execute an agreement with Wade Ford of Smyrna/Vinings for the purchase of (3) Ford Lightning Trucks and charging stations in the amount of $171,522.00 and not to exceed $175,000.00 for the entire purchase.

Motion:

Motion to authorize the mayor to execute an agreement with Wade Ford to in the amount of $171,522.00

AGENDA ITEM MEMORANDUM

RESOLUTION DRAFT

RESOLUTION (#)

A RESOLUTION AUTHORIZING THE PURCHASE OF THREE FLEET VEHICLE TRUCKS FROM WADE FORD FOR THE CODE ENFORCEMENT DEPARTMENT.

WHEREAS, the City of Mableton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City is in need of purchasing fleet vehicles for the Code Enforcement Department; and

WHEREAS, the City Manager requests the approval to purchase (3) Ford F-150 Lightning trucks and charging stations from Wade Ford in the amount of One Hundred Seventy-One Thousand, Five Hundred and Twenty-Two Dollars and 00/100 Cents ($171,522.00) shall be purchased through the already approved General Fund Capital Spending Plan; and

WHEREAS, the approval of this purchase of these vehicles and chargers is necessary to execute the work associated with the Code Enforcement Department.

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

1. The City Mayor is hereby authorized to enter into an agreement with Wade Ford with the purpose of purchasing fleet vehicles.
2. The agreement shall be for the purchase of (3) Ford Lightning Trucks and (3) Ford Charging Units.
3. The total cost of the agreement shall not exceed $171,522.00
4. The Mayor is authorized to execute any necessary documents related to this agreement.

FURTHER RESOLVED, that this resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Mableton on this 11th day of December 2024.

ATTACHMENTS

1. Pricing Proposal from Wade Ford
2. Wade Ford specs pricing sheet
3. State Contract Email

ford.com

VEHICLE DESCRIPTION

F-150 LIGHTNING

PW G63901

2023 F-150 4X4 SUPERCREW
145" WHEELBASE
DUAL EMOTOR-EXTND RANGE BAT
SINGLE-SPEED TRANSMISSION

EXTERIOR
OXFORD WHITE
INTERIOR
MED DARK SLATE VINYL BUCKET

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- DAYTIME RUNNING LAMPS
- FULLY BOXED STEEL FRAME
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LARGE FRONT TRUNK AREA
- LED PROJECTOR W/ DYNAMIC BENDING HEADLAMPS
- LOCKING REMOVABLE TAILGATE WITH TAILGATE ASSIST
- PICKUP BOX TIE DOWN HOOKS
- POWER UP/DOWN FRONT HOOD
- REAR PRIVACY GLASS
- TRAILER SWAY CONTROL

INTERIOR
- 12" PRODUCTIVITY SCREEN
- 1TOUCH UP/DOWN DR/PASS WIN
- 60/40 FOLD-UP REAR BENCH
- A/C W/DUAL CLIMATE CONTROL
- AUTO-DIM REARVIEW MIRROR
- DOOR LOCKS - POWER
- DUAL VISOR VANITY MIRRORS
- FRONT ROW HEATED SEATS
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINT - 2 120V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH
- COIL SPRINGS FRONT & REAR
- FORDPASS CONNECT™ 4G HOTSPOT TELEMATICS MODEM
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REAR ELOCKING AXLE
- REVERSE BRAKE ASSIST
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SYNC®4 W/EVR & 12" SCREEN

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- LED CTR HIGH MNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYS™

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/60,000 SAFETY RESTRAINT SYS
- 8YR/100,000 ELECTRIC VEHICLE COMPONENTS

INCLUDED ON THIS VEHICLE (MSRP)

EQUIPMENT GROUP 110A
•PRO SERIES

OPTIONAL EQUIPMENT/OTHER

1009-971P05/27/22GA	
.18" MACH BLACK HIGH GLOSS WHL	
.ZERO EMISSIONS VEHICLE	
DUAL EMOTOR-EXTND RANGE BATTRY	10,000.00
.275/65R18 BSW ALL-TERRAIN TIR	
.ELECTRIC DRIVE E-LOCK RR AXLE	
8550# GVWR PACKAGE	
FRONT LICENSE PLATE BRACKET	NO CHARGE
PRO POWER ONBOARD - 9.6 KW	1,200.00
FORD CHARGE STATION PRO DELETE	- 1,295.00

MSRP 58,674
GPC GOV DISCOUNT
-$2,000
TOTAL 56,674 each
X3 UNITS=170,022
X4 UNITS=226,696
Total Tax Credits you will get back= -$30,000

PRICE INFORMATION (MSRP)

BASE PRICE	$46,974.00
TOTAL OPTIONS/OTHER	9,905.00
TOTAL VEHICLE & OPTIONS/OTHER	56,879.00
DESTINATION & DELIVERY	1,795.00

RAMP ONE
CH02

RAMP TWO

CONVOY
ITEM #:
21-X191 O/T 5B

TOTAL MSRP $58,674.00

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Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

SPECIAL ORDER
PL291 N RB 2X 315 012104 11 29 23

EPA DOT Fuel Economy and Environment

Electric Vehicle

Fuel Economy

70 MPGe
combined city/hwy

Standard Pickup Trucks range from 12 to 70 MPGe. The best vehicle rates 132 MPGe.

78 city | 63 highway | 48 kW-hrs per 100 miles

Driving Range
When fully fueled, vehicle can travel about...
0 60 120 180 240 300 **320** miles
Charge Time: 10.1 hours (240V)

You **save** **$3,000** in fuel costs over 5 years compared to the average new vehicle.

Annual fuel **cost** **$1,000**

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 1 — 9 — 10 Best

Smog Rating (tailpipe only): 1 — 10 — 10 Best

This vehicle emits 0 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Does not include emissions from generating electricity, learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $.14 per kW-hr. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score		**Not Rated**
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.		
Frontal Crash	Driver	**Not Rated**
	Passenger	**Not Rated**
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.		
Side Crash	Front seat	**Not Rated**
	Rear seat	**Not Rated**
Based on the risk of injury in a side impact.		
Rollover		★★★★
Based on the risk of rollover in a single-vehicle crash.		

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

2023 MOTORTREND TRUCK OF THE YEAR®

NORTH AMERICAN 2023 TRUCK OF THE YEAR

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

FordPass Connect™ service and FordPass™ App required for certain remote features (see App Terms for more information). Connected service and related feature functionality is subject to compatible AT&T-network availability. Evolving technology / cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.

1FT6W1EV5PWG63901

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Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including phthalates and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, wear gloves or wash your hands frequently when servicing your vehicle.
For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1FPWG63901 TO 48028
Msg & Data rates may apply. Text HELP for help
www.ford.com/help/privacy-terms/

Xavier Ross <xavier.ross@mableton.gov>

Wade Ford Statewide Contract Info

1 message

Harris, Emily <emily.harris@doas.ga.gov> Mon, Dec 2, 2024 at 11:05 AM
To: "xavier.ross@mableton.gov" <xavier.ross@mableton.gov>

Xavier,

Below are the awarded vehicles for the statewide contracts.

Awarded Class	Contract #	Awarded Supplier	Vehicle model	Base Price
Cargo	99999-SPD-ES40199373-009S	Wade Ford	Ford Transit (Cargo) Van, 148 in. Long WB, Low Height	$45,824.00
Cargo	99999-SPD-ES40199373-009S	Wade Ford	Ford Transit (Cargo) Van, 148 in. Long WB w/Ext. Body, High Height	$50,972.00
Cargo	99999-SPD-ES40199373-009S	Wade Ford	Ford Transit (Cargo) Van, 130 in. Regular length, Low Height	$46,636.00
Passenger	99999-SPD-ES40199373-009S	Wade Ford	T-350 Passenger/Wagon, 148 in., long WB, 12 Pass, Low Height	$53,680.30
Passenger	99999-SPD-ES40199373-009S	Wade Ford	T-350, Passenger/Wagon, 148 in. long WB with ext. body, 15 Pass, High Height	$53,471.00

Type	Contract #	Awarded Supplier	Vehicle Model	MY25 Base Price
Alt Fuel and Electric Vehicle	99999-001-SPD0000183-0006	Wade Ford	Ford Transit BEV W1Y	$52,913.90
Alt Fuel and Electric Vehicle	99999-001-SPD0000183-0006	Wade Ford	Ford Escape SE PHEV, FWD	$39,686.00
Alt Fuel and Electric Vehicle	99999-001-SPD0000183-0006	Wade Ford	Ford F150 (Hybrid)	$55,445.70
Alt Fuel and Electric Vehicle	99999-001-SPD0000183-0006	Wade Ford	Ford F150 LIGHTNING	$66,869.00
Police Pursuit Vehicle	99999-001-SPD0000183-0006	Wade Ford	Ford Police Interceptor Utility	$48,359.00
Special Service Vehicle	99999-001-SPD0000183-0006	Wade Ford	Ford Expedition Max	$56,313.00

Emily Harris
Contract Management Specialist

Office: 470-668-2663
Email: emily.harris@doas.ga.gov
Website: doas.ga.gov

Lead. Empower. Collaborate.

3860 South Cobb Dr
Smyrna, Ga 30080

Prepared for:	CITY OF MABLETON	Tuesday, December 3, 2024
Address:	1400 VETERANS MEMORIAL HWY SE STE 134-200	
	MABLETON, GA 30126	**Commercial**
phone:	470-525-5467 Mr. Xavier Ross	**Account Manager:** DAVID TYLER/ KYLER GILLESPIE
email:	xavier.ross@mableton.gov	(404) 717-9915 dtyler@wade.com

VEHICLE				**TRADE VEHICLES**		
Vehicle:	FORD LIGHTNING PRO			**TRADE 1**		
ST#	PWG63910/PWG63907/PWG63891			**VIN**		
VIN:	X3 UNITS			**Mileage:**		
Miles:	5			PAYOFF	$0	
				Actual Value: TRADE 1		**$0.00**
Vehicle Price:	**HOLIDAY SALE**		$58,674.00		-	
UPFIT			$0.00			
FLEET DISCOUNTS			($2,000.00)			
			$0.00			
			$0.00			
DEALER INVOICE		total	$56,674.00			
Dealer Fees	$1,799		$0.00	Mileage Adjustment:	-	INCLUDED
Etch	$299	WAIVED	$0.00			
Elect File Fee			$0.00	Mechanical repairs:	-	$0.00
Trade			0.00	TRADE Allowance:	+	**$0.00**
SUB TOTAL	X3 UNITS		**$170,022.00**	TAX CREDIT=$		$0.00
Taxes	GA 7%		$0.00	Total SAVINGS		$0.00
TOTAL			**$170,022.00**	**LIENHOLDER**		
Payoff			$0.00			
DOWN PAYMENT		optional	$0.00			
Tag/Registration Fee : $38			$0.00			
State Lemon Law: $3			$0.00			
Balance Due			**$170,022.00**			

NOTES

Extended Service Protection Warranty Offered
Finance options available for 60 or 72 months

X		X David Tyler	12/3/2024
Buyer	**Date**	**Sales Manager**	**Date**

AGENDA ITEM MEMORANDUM

MEETING OF: December 9, 2024
DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: HB 581 Discussion - City Manager Bill Tanks

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: I move to

ATTACHMENTS: None

AGENDA ITEM MEMORANDUM

MEETING OF: December 9, 2024
DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: A Resolution Authorizing an Intergovernmental Agreement with the Mableton Urban Redevelopment Agency - City Attorney Emilia Walker-Ashby

BACKGROUND/SUMMARY: Pending legal review. Will be available on Monday.

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: I move to

ATTACHMENTS:
1. City of Mableton - Intergovernmental Agreement - 309396864-v3-c
2. Mableton - City Resolution - 309095879-v3-c

r

MABLETON URBAN REDEVELOPMENT AGENCY
(a public body corporate and politic created and
existing under the laws of the State of Georgia)

as Agency

And

CITY OF MABLETON, GEORGIA
(a municipality created and
existing under the laws of the State of Georgia)
as City

INTERGOVERNMENTAL LEASE AGREEMENT

Dated as of December 1, 2024

THE RIGHTS AND INTEREST OF THE MABLETON URBAN REDEVELOPMENT AGENCY IN THIS INTERGOVERNMENTAL LEASE AGREEMENT AND THE REVENUES AND RECEIPTS DERIVED THEREFROM, EXCEPT FOR ITS UNASSIGNED RIGHTS, AS DEFINED HEREIN, HAVE BEEN COLLATERALLY ASSIGNED AND PLEDGED TO THE BONDHOLDERS PURSUANT TO A BOND RESOLUTION, ADOPTED BY THE BOARD OF COMMISSIONERS OF THE MABLETON URBAN REDEVELOPMENT AGENCY ON DECEMBER 9, 2024.

This instrument was prepared by

Hunton Andrews Kurth LLP
600 Peachtree Street, N.E., Suite 4100
Atlanta, Georgia 30308
Attention: Public Finance Group
Tel: (404) 888-4000

INTERGOVERNMENTAL LEASE AGREEMENT

TABLE OF CONTENTS

(This Table of Contents is not a part of the Intergovernmental Lease Agreement and is only for convenience of reference.)

INTERGOVERNMENTAL LEASE AGREEMENT

This **INTERGOVERNMENTAL LEASE AGREEMENT,** dated as of December 1, 2024 (this "Intergovernmental Agreement"), by and between the Mableton Urban Redevelopment Agency (the "Agency"), a public body corporate and politic created and existing under the laws of the State of Georgia, and the City of Mableton, Georgia (the "City"), a municipality existing under the laws of the State of Georgia;

W I T N E S S E T H:

WHEREAS, the Agency and the City propose to enter into this Intergovernmental Agreement pursuant to which the Agency will agree, among other things, to issue the Series 2024 Bond (hereafter defined) to finance the costs of the acquisition, construction and installation of the Project in furtherance of its powers under the Act (hereafter defined); and in consideration therefor, the City will agree, among other things, in furtherance of aiding the Agency with the carrying out of the Project, to make payments to the Agency for such services and in such amounts sufficient to enable the Agency to pay, when due, the principal of and interest on the Series 2024 Bond and other amounts due under the Resolution (hereafter defined) and pledge its full faith and credit and taxing power, within any limitations provided by law and to the extent necessary to make the payments required by this Intergovernmental Agreement.

WHEREAS, the Agency and the City are authorized under the Constitution and laws of the State of Georgia to enter into this Intergovernmental Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01. Definitions.

Certain words and terms used in this Intergovernmental Agreement shall have the meanings set forth in Section 101 of the Resolution. When used herein, such words and terms shall have the meanings given to them by the language employed in Section 101 of the Resolution and in this Article I defining such words and terms, unless the context clearly indicates otherwise. In addition to the words and terms defined elsewhere herein, the following words and terms have the meanings set forth below.

"Additional Payments" means payments due to the Agency pursuant to Section 5.03(b) of this Intergovernmental Agreement.

"**Authorized Agency Representative**" means the person at the time designated to act on behalf of the Agency by written certificate furnished to the City and the Project Fund Custodian, containing the specimen signature of such person and signed on behalf of the Agency by its Chair or Vice Chair. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

"**Authorized City Representative**" means the person at the time designated to act on behalf of the City by written certificate furnished to the Agency and the Project Fund Custodian, containing the specimen signature of such person and signed on behalf of the City by its Mayor or Mayor Pro Tempore.

"**Basic Payments**" means the payments due to the Agency pursuant to Section 5.03(a) of this Intergovernmental Agreement.

"**Bond Documents**" means, collectively, this Intergovernmental Agreement and the Resolution.

"**Collateral Assignment**" means that certain Collateral Assignment of Security Agreement to be dated the first day of the calendar month in which the Series 2024 Bond is issued, providing additional security to secure the City's obligation to pay the principal of, and interest on the Series 2024 Bond, as further described in the Resolution.

"**Completion Date**" means the date of completion of the acquisition, construction, and installation of the Improvements, as that date shall be certified as provided in Section 4.06 hereof.

"**Construction Contracts**" means the contracts between the Agency or its agent and the general contractors for the construction of the Improvements and the contracts between the Agency or its agent and suppliers of materials and Equipment.

"**Consulting Architect**", if any, means any design professional, architect or architectural firm at the time employed by the Agency or its agent and designated to act on behalf of the Agency or the City by written certificate furnished to the Project Fund Custodian, containing the signature of such person or the signature of a partner or officer of such firm, and signed on behalf of the City by the Mayor or Mayor Pro Tempore of its Governing Body and on behalf of the Agency by the Chair or Vice Chair of its Governing Body. The Consulting Architect shall not be a full-time employee of the Agency or the City.

"**Costs of the Project**" means those costs and expenses in connection with the acquisition, construction and installation of the Project permitted by Section 4.03 hereof to be paid or reimbursed from proceeds of the Bonds.

"**Continuing Disclosure Agreement**" shall have the meaning assigned to such term in Section 2.02(j) hereof.

"**EMMA**" shall have the meaning assigned to such term in Section 2.02(j) hereof.

"**Equipment**" means the equipment, machinery and furnishings comprising a portion of the Project.

"**Event of Default**" means any event specified in Section 8.01 of this Intergovernmental Agreement.

"**Favorable Opinion of Bond Counsel**" means, with respect to any action taken which requires such opinion, or unqualified opinion of Hunton Andrews Kurth LLP or such other independent counsel acceptable to City to the effect that such action will not adversely affect the tax-exempt status of those Bonds which are issued on a tax-exempt basis for federal income tax purposes.

"**Fiscal Year**" means any period of twelve consecutive months adopted by the City as its fiscal year for financial reporting purposes and shall initially mean the period beginning on October 1 of each calendar year and ending on September 30 of the next calendar year.

"**Governing Body**" means, in the case of the Agency, the board of commissioners for the Agency and, in the case of the City, the Mayor and Council of the City of Mableton, Georgia.

"**Improvements**" means those certain facilities and improvements constituting part of the Project funded with proceeds of Bonds and not constituting part of the Equipment, which are or shall be located on the Project Site.

"**Initial Installment Computation Date**" shall have the meaning assigned to such term in Section 4.13(b) hereof.

"**Intergovernmental Agreement**" means this Intergovernmental Lease Agreement between the Agency and the City, as the same may be amended from time to time in accordance with the provisions hereof.

"**Leased Property**" means the real and personal property components of the Project to be located on the Project Site as described on Exhibit A hereto and by this reference made a part hereof.

"**Lease Term**" means the duration of the leasehold interest created by this Intergovernmental Lease Agreement as specified in Section 5.01 hereof.

"**Lien**" means any mortgage or pledge of or security interest in or lien, charge, or encumbrance on the Project.

"**Pending City Litigation**" means that certain litigation currently pending before the Supreme Court of Georgia, *White et al. v. City of Mableton* (S24A1273) appealing a final order of the Superior Court of Cobb County (Civil Action File No. 23103734-71) dismissing claims challenging the validity of the City's Charter.

"**Permitted Encumbrances**" means, as of any particular time,

(1) liens for ad valorem taxes, if any, and special assessments not then delinquent;

(2) the Resolution and the security interests created therein and the specific title exceptions (if any) applicable to the Leased Property prior to December 1, 2024;

(3) such utility, access or other easements and rights-of-way, restrictions, reservations, reversions and exceptions other than those referred to in (2) above and which do not, in the opinion of an independent engineer, materially interfere with or impair the operations being conducted in the Project (or, if no operations are being conducted therein, the operations for which the Project was designed or last modified);

(4) unfiled and inchoate mechanics' and materialmen's liens for construction work in progress;

(5) architects', contractors' subcontractors' mechanics' materialmen's, suppliers', laborers', vendors', workers', repairmen's, carriers', land surveyors' and engineers' liens or other similar liens not then payable; and

(6) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project and as do not, in the opinion of independent legal counsel, materially interfere with or impair the operations being conducted in the Project (or, if no operations are being conducted therein, the operations for which the Project was designed or last modified).

"**Plans and Specifications**" means the detailed plans and specifications for the construction of the Improvements prepared by the Consulting Architect or by architects and engineers acceptable to the Consulting Architect, as amended from time to time by the City, a copy of which is or will be on file with the Agency and the City.

"**Project Site**" means the real estate described in Exhibit A attached hereto, which, by this reference thereto, is incorporated herein.

"**Rebate Amount**" shall have the meaning assigned to such term in Section 4.13(b) hereof.

"**Rebate Amount Certificate**" shall have the meaning assigned to such term in Section 4.13(b) hereof.

"**Regulations**" means the Treasury Regulations promulgated under and pursuant to the Code.

"**Resolution**" means the bond resolution adopted by the Agency, on December 9, 2024, authorizing the issuance of the Series 2024 Bond and Additional Bonds and the security therefor, as the same may be supplemented from time to time in accordance with the terms of the Resolution.

"**Rule**" shall have the meaning assigned to such term in Section 2.02(j) hereof.

"**Security Agreement**" means that certain Pledge and Security Agreement by the City in favor of the Agency to secure the performance by the City of its obligations hereunder, if so required by the Purchaser.

"**Series 2024 Bond**" means the Mableton Urban Redevelopment Agency Revenue Bond (Park and Recreational Facilities Project), Series 2024, in the original principal amount of $5,110,000, authorized to be issued pursuant to the Resolution.

"**Unassigned Rights**" means all of the rights of the Agency to receive reimbursements and payments pursuant to Sections 5.03(b), 6.02, and 8.04 of this Intergovernmental Agreement, and to be held harmless and indemnified pursuant to Section 6.02 of this Intergovernmental Agreement.

Section 1.02. Construction of Certain Terms. For all purposes of this Intergovernmental Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(1) The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

(2) "This Intergovernmental Agreement" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more contracts supplemental hereto entered into pursuant to the applicable provisions hereof.

(3) All references in this instrument to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this instrument. The words "herein," "hereof," and "hereunder" and other words of similar import refer to this Intergovernmental Agreement as a whole and not to any particular Article, Section, or other subdivision.

(4) The terms defined in this Article shall have the meaning assigned to them in this Article and include the plural as well as the singular.

(5) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants, on and as of the date of this instrument.

Section 1.03. Table of Contents; Titles and Headings. The table of contents, the titles of the articles, and the headings of the sections of this Intergovernmental Agreement are solely for convenience of reference, are not a part of this Intergovernmental Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 1.04. Contents of Certificates or Opinions. Every certificate or opinion with respect to the compliance with a condition or covenant provided for in this Intergovernmental Agreement shall include: (i) a statement that the person or persons making or giving such certificate or opinion have read such covenant or condition and the definitions herein relating thereto, (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based, (iii) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with, and (iv) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate or opinion made or given by an official of the Agency or the City may be based, insofar as it relates to legal or accounting matters, upon a certificate or an opinion of counsel or an accountant, which certificate or opinion has been given only after due inquiry of the relevant facts and circumstances, unless such official knows that the certificate or opinion with respect to the matters upon which his certificate or opinion may be based as aforesaid is erroneous or in the exercise of reasonable care should have known that the same was erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based (insofar as it relates to factual matters with respect to information that is in the possession of an official of the Agency or the City or any third party) upon the certificate or opinion of or representations by an official of the Agency or the City or any third party on whom counsel or an accountant could reasonably rely unless such counsel or such accountant knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous or in the exercise of reasonable care should have known that the same were erroneous. The same official of the Agency or the City, or the same counsel or accountant, as the case may be, need not certify or opine to all of the matters required to be certified or opined under any provision of this Intergovernmental Agreement, but different officials, counsel, or accountants may certify or opine to different matters, respectively.

ARTICLE II

REPRESENTATIONS AND UNDERTAKINGS

Section 2.01. Representations by the Agency. The Agency makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Creation and Authority. The Agency is a public corporation of the State of Georgia duly created and validly existing under the laws of the State and specifically the Act, and validly activated pursuant to a resolution of the Mayor and Council of the City dated as of June 5, 2024, (the "Activating Resolution"). The Agency has all requisite power and authority under the Activating Resolution, the Act and the laws of the State (i) to issue the Series 2024 Bond to finance the costs of acquiring, constructing, equipping and installing the Project, (ii) to own the Project, and (iii) to lease the project to the City and to enter into, perform its obligations under, and exercise its rights under this Intergovernmental Agreement and the Resolution. The Act authorizes the Agency to issue revenue bonds and use the proceeds thereof for the purpose of paying all or any part of the cost of any "urban redevelopment project," which includes the acquisition, construction, installation, modification, renovation, or rehabilitation of land, interest in land, buildings, structures, facilities or other improvements located or to be located within the urban development area designated by the Governing Body of the City, 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 rehabilitating, redeveloping, or conserving such urban redevelopment area. The Act also authorizes the Agency (i) to construct, erect, assemble, purchase, acquire, improve, install, and sell urban redevelopment projects, (ii) to make and execute contracts, agreements, and other instruments necessary or convenient to exercise the powers of the Agency or to further the public purpose for which the Agency is created, including, but not limited to, contracts for construction of urban redevelopment projects and contracts for sale of urban redevelopment projects, (iii) to contract for any period, not exceeding fifty (50) years, with any political subdivision of the State for the use by such political subdivision of any facilities or services of the Agency, provided that such contracts shall deal with such activities and transaction as the Agency and any such political subdivision are authorized to undertake, and (iv) to acquire, by purchase, 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) and to hold, improve, clear, or prepare for redevelopment any such property.

The Act also authorizes the Agency, as security for repayment of its revenue bonds, to pledge, convey, assign, hypothecate, or otherwise encumber any property of the Agency and to execute any agreement for the sale of its revenue bonds, security agreement, assignment, or other agreement or instrument as may be necessary or desirable, in the judgment of the Agency, to secure any such revenue bonds. The Agency has found that the Project constitutes an "urban redevelopment project" within the meaning of that term as defined in the Act. The Agency has further found that the acquisition, construction, equipping and installation of the Project is in the best interest of the Agency and that the Project is for the lawful and valid public purposes set forth in the Act.

(b) Pending Litigation. Except for the Pending City Litigation, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Agency, after making due inquiry with respect thereto, threatened against or affecting the Agency in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the transactions contemplated by this Intergovernmental Agreement or which, in any way, would adversely affect the validity or enforceability of the Bonds, the Resolution, this Intergovernmental Agreement or any agreement or instrument to which the Agency is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Agency aware of any facts or circumstances presently existing which would form the basis for any such actions, suits, or proceedings.

(c) Agreements Are Legal and Authorized. The execution and delivery by the Agency of this Intergovernmental Agreement and the Bonds, the compliance by the Agency with all of the provisions of each thereof, and the adoption of the Resolution (i) are within the purposes, powers, and authority of the Agency, (ii) have been done in full compliance with the provisions of the Act and have been approved by the Governing Body of the Agency and are legal and will not conflict with or constitute on the part of the Agency a violation of or a breach of or a default under any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Agency is a party or by which the Agency or its properties are otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Agency or any of its activities or properties, and (iii) have been duly authorized by all necessary action on the part of the Agency. This Intergovernmental Agreement, when executed by the other party hereto, will have been duly and validly executed and delivered by the Agency, will be in full force and effect as to the Agency, and will constitute the legal, valid, binding, and enforceable obligation of the Agency, enforceable in accordance with its terms. The Series 2024 Bond, when issued, delivered, and paid for as in the Resolution provided, will have been duly and validly authorized and issued and will constitute the valid and binding limited obligation of the Agency enforceable in accordance with their terms.

(d) Governmental Consents. Neither the nature of the Agency nor any of its activities or properties, nor any relationship between the Agency and any other Person, nor any circumstance in connection with the offer, issue, sale, or delivery of the Bonds is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Agency in connection with the execution, delivery, and performance of this Intergovernmental Agreement and the Resolution or the consummation of any transaction therein contemplated, or the offer, issue, sale, or delivery of the Bonds, except as shall have been obtained or made and as are in full force and effect.

(e) No Defaults. To the knowledge of the Agency, after making due inquiry with respect thereto, no event has occurred and no condition exists that would constitute an event of default under the Resolution or this Intergovernmental Agreement or that, with the lapse of time or with the giving of notice or both, would become such an event of default. To the knowledge of the Agency, after making due inquiry with respect thereto, the Agency is not in default or violation in any material respect under the Act or under any organic document or other agreement or instrument to which it is a party or by which it may be bound.

(f) No Prior Pledge. Neither this Intergovernmental Agreement nor any of the payments or amounts to be received by the Agency hereunder have been or will be assigned, pledged, or hypothecated in any manner or for any purpose or have been or will be the subject of a grant of a security interest by the Agency other than as provided in the Resolution.

(g) Disclosure. The representations of the Agency contained in this Intergovernmental Agreement and any certificate, document, written statement, or other instrument furnished to the Purchaser by or on behalf of the Agency in connection with the transactions contemplated hereby do not contain any untrue statement of a material fact relating to the Agency and do not omit to state a material fact relating to the Agency necessary in order to make the statements contained herein and therein relating to the Agency not misleading. Nothing has come to the attention of the Agency that would materially and adversely affect or in the future may (so far as the Agency can now reasonably foresee) materially and adversely affect the acquisition, construction and installation of the Project by the Agency or any other transactions contemplated by this Intergovernmental Agreement and the Resolution, which has not been set forth in writing to the Purchaser or in the certificates, documents, and instruments furnished to the Purchaser by or on behalf of the Agency prior to the date of execution of this Intergovernmental Agreement in connection with the transactions contemplated hereby.

(h) Compliance with Conditions Precedent to the Issuance of the Bonds. All acts, conditions, and things required to exist, happen, and be performed precedent to and in the execution and delivery by the Agency of the Bonds do exist, have happened, and have been performed in due time, form, and manner as required by law; the issuance of the Bonds, together with all other obligations of the Agency, do not exceed or violate any constitutional or statutory limitation, and the revenues, funds, property, and amounts pledged to the payment of the principal of, premium, if any, and interest on, the Bonds, as the same become due, have been calculated to be sufficient in amount for that purpose.

The Agency makes no representation as to the financial position or business condition of the City and does not represent or warrant as to any of the statements, materials (financial or otherwise), representations or certifications furnished or to be made and furnished by the City in connection with the sale of the Bonds, or as to the correctness, completeness or accuracy of such statements.

(i) Agency's Tax Certificate. The representations and warranties of the Agency set forth in the Agency's tax and non-arbitrage certificate, dated the date of issuance and delivery of the Series 2024 Bond, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

Section 2.02. Representations by the City. The City makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Creation and Authority. The City is a municipal corporation duly created and validly existing under the laws of the State. The City has all requisite power and authority under the laws of the State and the Act to enter into, perform its obligations under, and exercise its rights under this Intergovernmental Agreement. The Act authorizes the City to undertake and carry out within its corporate limits "urban redevelopment projects," which are defined to include undertakings or activities of the City in an urban redevelopment area under the Act for the elimination and for the prevention of the development or spread of pockets of blight and may involve pocket of blight clearance and redevelopment in an urban redevelopment area, rehabilitation or conservation in an urban redevelopment area, or any combination nor part thereof, in accordance with an urban redevelopment plan adopted pursuant to the Act. The Act authorizes the City to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under the Act and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of the Act and to levy taxes and assessments for such purposes. The Act further authorizes the City to aid in the carrying out of an urban redevelopment project of the Agency, including the furnishing of funds in connection with such urban redevelopment project. Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 authorizes the City to contract for any period not exceeding fifty years with any 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 that the contracting parties are authorized by law to undertake or provide. The City has taken all actions required by the Act to qualify the Project as an "urban redevelopment project" thereunder, including, without limitation, approving an urban redevelopment plan for the Project following its holding all required public hearings as described in the Resolution. The City has further adopted the Prerequisite Necessity Resolution (as defined in the Resolution) in which it found that certain conditions exist within the City as provided in O.C.G.A. § 36-61-5 and further has found that the Project is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City, in compliance with the Act. The Project is in furtherance of the efficient operation of the City.

(b) Pending Litigation. Except for the Pending City Litigation, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the City, after making due inquiry with respect thereto, threatened against or affecting the City in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the City, or the ability of the City to perform its obligations under this Intergovernmental Agreement, or the transactions contemplated by this Intergovernmental Agreement or which, in any way, would adversely affect the validity or enforceability of this Intergovernmental Agreement or any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the City aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. The City is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Intergovernmental Agreement is Legal and Authorized. The execution and delivery by the City of this Intergovernmental Agreement, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of the City, (ii) are legal and will not conflict with or constitute on the part of the City a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the City is a party or by which the City or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the City or any of its activities or properties, and (iii) have been duly authorized by all necessary and appropriate official action on the part of the Governing Body of the City. This Intergovernmental Agreement, when executed by the other party hereto, will have been duly and validly executed by the City, will be in full force and effect as to the City and will constitute the valid, legal, binding, and enforceable obligation of the City, enforceable in accordance with its terms. The officials of the City executing this Intergovernmental Agreement are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the City.

(d) Governmental Consents. Neither the City nor any of its activities or properties, nor any relationship between the City and any other Person, nor any circumstances in connection with the execution, delivery, and performance by the City of its obligations under this Intergovernmental Agreement, or the offer, issue, sale, or delivery by the Agency of the Series 2024 Bond, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the City in connection with the execution, delivery, and performance of this Intergovernmental Agreement or the consummation of any transaction herein or therein contemplated, or the offer, issue, sale, or delivery of the Series 2024 Bond, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the City, after making due inquiry with respect thereto, the City will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the City is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the City, after making due inquiry with respect thereto, the City is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound.

(f) Compliance with Law. To the knowledge of the City, after making due inquiry with respect thereto, the City is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the City, and there have been no citations, notices, or orders of noncompliance issued to the City under any such law, ordinance, rule, or regulation.

(g) Restrictions on the City. The City is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise). The City is not a party to any contract or agreement that restricts the right or ability of the City to enter into this Intergovernmental Agreement and perform its obligations hereunder.

(h) Disclosure. The representations of the City contained in this Intergovernmental Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the City to the Agency or the Purchaser in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the City has not disclosed to the Agency or the Purchaser in writing that materially and adversely affects or in the future may (so far as the City can now reasonably foresee) materially and adversely affect the acquisition, construction and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the City, or the ability of the City to perform its obligations under this Intergovernmental Agreement or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Intergovernmental Agreement, which has not been set forth in writing to the Purchaser or in the certificates, documents, and instruments furnished to the Purchaser by or on behalf of the City prior to the date of execution of this Intergovernmental Agreement in connection with the transactions contemplated hereby.

(i) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(j) Annual Reporting. The City will provide the Bondholder of the Series 2024 Bond with (i) its audited financial statements within 270 days of the close of its fiscal year and (ii) such other publicly available information that the Bondholder of the Series 2024 Bond reasonably requests. The City may satisfy its obligation to provide the Bondholder of the Series 2024 Bond with audited financial statements by providing such Bondholder a link to an electronic copy of such audited financial statements or by any posting the audited financial statements on the Electronic Municipal Market Access ("EMMA") system. In the event that the audited financial statements are not available within 270 days of the close of the City's fiscal year, the City will furnish unaudited financial statements to the Bondholder of the Series 2024 Bond in the manner described in this paragraph, and will then supply the audited financial statements immediately upon the availability thereof. The electronic audited financial statements or link may be sent to the email address the Registered Holder of the Series 2024 Bond supplies to the City in writing. In connection with the City's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by the City pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), the Purchaser acknowledges that the City may be required to file with EMMA, notice that the City has incurred obligations hereunder and notice of certain subsequent events reflecting financial difficulties in connection with the Series 2024 Bond. The City agrees that it shall not file or submit, or permit to be filed or submitted, with EMMA any documentation that includes the following unredacted sensitive or confidential information about the Purchaser or its affiliates: address and account information of the Purchaser or its affiliate, or e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Purchaser or its affiliates, unless otherwise required for compliance with the Rule or otherwise required by law. The City acknowledges that the Purchaser is not responsible for the City's compliance or noncompliance with the Rule or any Continuing Disclosure Agreement.

(k) City's Tax Certificate. The City has certified certain facts and agreed to take on certain responsibilities with respect to the Series 2024 Bond on behalf of the Agency pursuant to a Tax and Non-Arbitrage Certificate, dated the date of issuance and delivery of the Series 2024 Bond. Such certification is hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein and is true and correct as of the date hereof.

Section 2.03. Reliance by Purchaser. The Agency and the City acknowledge and agree that these representations and warranties are made to induce the Purchaser to purchase the Series 2024 Bond, and that such representations and warranties and any other representations and warranties made by the Agency and the City in the Bond Documents are made for the benefit of the Purchaser and may be relied upon by the Purchaser and shall remain operative and in full force and effect (unless expressly waived in writing by the Purchaser), regardless of any investigations made by the Purchaser, or on its behalf, and shall survive delivery of the Series 2024 Bond to the Purchaser.

ARTICLE III

ISSUANCE OF THE SERIES 2024 BOND; SECURITY; LEASING CLAUSES AND WARRANTY OF TITLE

Section 3.01. Approval of Issuance of the Series 2024 Bond. The Agency has adopted the Resolution authorizing the issuance of the Series 2024 Bond and agrees that it will proceed with the issuance thereof. The proceeds from the sale of the Series 2024 Bond shall be applied as provided in the Resolution, and the City, through the execution of this Intergovernmental Agreement, hereby approves the issuance of the Series 2024 Bond. The Agency shall provide the City a certified copy of the Resolution, which resolution as so approved by the Agency is hereby approved and incorporated by reference.

Section 3.02. Security for Payments under this Intergovernmental Agreement. (a) The obligation of the City to make payments under this Intergovernmental Agreement shall constitute a general obligation of the City, payable out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds). The City covenants and agrees that in order to make funds available for such purpose in each Fiscal Year, it will, in its general revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made hereunder, whether or not any other sums are included in such measure, until all payments so required to be made hereunder shall have been made in full. The obligation of the City to make any payments that may be required to be made from its general funds shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 3.02, then the fiscal officers of the City are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate Fiscal Year the amounts required to pay the obligations that may be due from the general funds of the City. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the City had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the City shall make such payments to the Agency if for any reason the payment of such obligations shall not otherwise have been made.

(b) The City covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, as now existent and as the same may hereafter be extended, at such rate or rates, as may be necessary to produce in each year revenues that will be sufficient to fulfill the City's obligations under this Intergovernmental Agreement, from which revenues the City agrees to appropriate sums sufficient to pay in full when due all of the City's obligations under this Intergovernmental Agreement. The City hereby grants a lien in favor of the Agency on any and all revenues realized by the City from such tax, to make the payments that are required under this Intergovernmental Agreement. Nothing herein contained, however, shall be construed as limiting the right of the City to make the payments called for by this Intergovernmental Agreement out of any funds lawfully available to it for such purpose, from whatever source derived.

Section 3.03. Security for the Bonds. As security for the payment of the Bonds, the Agency has adopted the Resolution. The City hereby assents to the assignment and pledge of the Pledged Revenues made in the Resolution and hereby agrees that its obligations to make all payments under this Intergovernmental Agreement shall be absolute and shall not be subject to any defense, except payment, or to any right of setoff, counterclaim, or recoupment arising out of any breach by the Agency of any obligation to the City, whether hereunder or otherwise, or arising out of any indebtedness or liability at any time owing to the City by the Agency. The City further agrees that all payments required to be made under this Intergovernmental Agreement, except for those arising out of Unassigned Rights, shall be paid directly to the Sinking Fund Custodian for the account of the Agency for deposit to the Sinking Fund. The Bondholders shall have all rights and remedies herein accorded to the Agency (except for Unassigned Rights), and any reference herein to the Agency shall be deemed, with the necessary changes in detail, to include the Bondholders, and the Bondholders are deemed to be and are third party beneficiaries of the representations, covenants, and agreements of the City herein contained.

Section 3.04. Demise. The Agency hereby leases to the City, and the City hereby leases from the Agency, the Leased Property for the payments set forth in Section 5.03 hereof and in accordance with the provision of this Intergovernmental Agreement.

Section 3.05. Limited Warranty of Title. The Agency for itself, its successors and assigns, warrants to the City, their successors and assigns, that to the extent of the interests conveyed to the Agency by the City, title in and to the Leased Property free from all liens or encumbrances, except for Permitted Encumbrances. There are no implied general warranties of titled provided herein.

Section 3.06. Quiet Enjoyment. The Agency warrants and covenants that it will defend the Lessee in the quiet enjoyment and peaceable possession of the Leased Property, free from all claims of all persons whomsoever except for Permitted Encumbrances, throughout the Lease Term, so long as the Lessee shall perform the covenants, conditions and agreements to be performed by the Lessee hereunder, or so long as the period for remedying any default in such performance shall not have expired under Section 8.01(b).

Section 3.07. Title to the Leased Property; Conveyance at End of Term. Fee title to the Leased Property shall continue to vest in the Agency or its successors at all times during the Lease Term, subject only to the leasehold interest and estate for years and any additional rights expressly and specifically granted to the City in this Intergovernmental Lease Agreement. The Agency shall, at the written demand of the City, re-convey all right, title and interest in the Leased Property to the City, provided that all payments due to the Agency hereunder have been paid and no Bonds are outstanding under the Resolution.

ARTICLE IV

THE PROJECT; ISSUANCE OF THE SERIES 2024 BOND; PROJECT FUND

Section 4.01. Agreement to Acquire the Project Site. Promptly following the issuance and sale of the Series 2024 Bond, the Agency will acquire, or acknowledge that it has acquired, the Project Site (as described in Exhibit A hereto), constituting a portion of the Project Site and the improvements thereon. In addition, a portion of the proceeds of the Series 2024 Bond will be used to improve that portion of the Project Site to construct, install and equip recreational and public park facilities, including, but not limited to, a passive pocket park, playgrounds, pavilions, park benches, park equipment and/or the installation of walking trails. Within a reasonable time following the issuance of the Series 2024 Bond, and preparation of the Plans and Specifications, the Agency will acquire and construct the Improvements and acquire and install on the Project Site the Equipment. The Agency hereby authorizes the City, as its sole and exclusive agent, to acquire, construct and install the Improvements and the Equipment. Title to the Project shall be retained by the Agency, subject to the obligations to transfer to the City pursuant to Section 5.02 hereof. The Agency further authorizes the City, as its sole and exclusive agent, to enter into contracts necessary or advisable to carry out the Project, including, without limitation, construction, contracts, services contracts, real and personal property leases, licenses, easements, insurance contracts, and agreements for the sale or other disposition of personal property. The City agrees (i) that it will exercise the foregoing authorizations given to it by the Agency and (ii) that it will cause the Equipment to be acquired in the name of the City. The Agency will enter into, or accept the assignment of, such contracts as the City may request in order to effectuate the purposes of this Section 4.01 but it will not execute any other contract or give any order for such construction or such purchase of material, supplies, furnishings, or equipment unless and until the City shall have approved the same in writing.

The City covenants to cause the Improvements to be constructed without material deviation from the Plans and Specifications and the Construction Contracts and warrants that this will result in facilities suitable for use by the City and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The City may make changes in or additions to the Plans and Specifications. The City agrees that the Agency and its duly authorized agents shall have access to the Project as may reasonably be necessary to ensure that the City is performing its obligations hereunder. The Agency and its duly authorized agents shall also be permitted, at all reasonable times, to examine the books, records, reports and other papers of the City with respect to the Project. The City shall obtain or cause to be obtained all necessary approvals from any and all governmental agencies requisite to undertaking the acquisition, construction and installation of the Project. The Project shall be acquired, constructed and installed in compliance with all federal, state and local laws, ordinances and regulations applicable thereto.

The City agrees, as agent of the Agency, to complete the acquisition, construction, equipping and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of issuance and sale of the Series 2024 Bond, and in connection therewith shall expend or cause to be expended moneys on deposit in the Project Fund, including, but not limited to, preparing any and all checks, requisitions and certifications required by this Intergovernmental Agreement and the Resolution to withdraw moneys to pay costs of the acquisition, construction and installation of the Project. The City acknowledges that the Agency bears no responsibility for the design, construction, installation or equipping of the Project, except to the extent of the amounts properly requisitioned and applied from the proceeds of the Series 2024 Bond and any Additional Bonds issued in connection with the Project, as, and to the extent applicable. The City shall to the fullest extent permitted by law, hold the Agency, its members, officers, officials, agents and counsel harmless for all claims arising out of the design, construction or installation of the Project.

Agreement to Issue the Series 2024 Bond; Application of Proceeds. In order to provide funds for payment of the Costs of the Project and for the other purposes set forth in the Resolution, the Agency agrees that it will sell and cause to be delivered to the Purchaser the Series 2024 Bond in the original principal amount of $5,110,000 and shall thereupon deposit the proceeds from the sale of the Series 2024 Bond in the Series 2024 Project Account of the Project Fund as provided in Section 401 of the Resolution and will use the moneys deposited in the Series 2024 Project Account of the Project Fund to pay the Costs of the Project and the costs of issuance of the Series 2024 Bond, subject to the following conditions:

(a) Not more than $[_________] as the Initial Disbursement shall be disbursed on the date of issuance of the Series 2024 Bond to the costs of the acquisition of the Project Site and to pay costs of issuing the Series 2024 Bond; and

(b) Additional Disbursements to pay costs of the acquisition, construction and equipping of the Project shall only be made upon the receipt by the Agency and the Project Fund Custodian of Joint Direction Letter of the City and Agency in the form attached to the Resolution as Exhibit F.

Section 4.02. Notwithstanding the foregoing, if the Chair or Vice Chair of the Agency shall determine that a different application of funds is required to carry out the intent of this Resolution, subject to the conditions in (b) above, the different application of funds may be provided for in a supplemental resolution or the Chair or Vice Chair may provide for such different application of funds in the authentication order to be delivered at the time of issuance of the Series 2024 Bond

Section 4.03. Application of Moneys in the Project Fund. The Agency shall in the Resolution authorize and direct the Project Fund Custodian to use the moneys in the Project Fund for the following purposes (but for no other purposes):

(a) payment of (i) the cost of the preparation of plans and specifications (including any preliminary study or planning of the Project or any aspect thereof), (ii) the cost of acquisition, construction, equipping and installation of the Project and all construction, acquisition, equipping and installation expenses required to provide utility services or other facilities and all real or personal properties deemed necessary in connection with the Project (including development, architectural, engineering and supervisory services with respect to any of the foregoing) and (iii) any other costs and expenses relating to the Project;

(b) payment of the purchase price of any component of the Project, including all costs incident thereto, payment for labor, services, materials and supplies used or furnished in site improvement and in the construction of the Project, including all costs incident thereto, payment for the cost of the construction, acquisition, installation, equipping of utility services or other facilities, payment for all real and personal property deemed necessary in connection with the Project, payment of consulting and development fees and payment for the miscellaneous expenses incidental to any of the foregoing items including the premium on any surety bond;

(c) payment of the costs of issuing the Series 2024 Bond or any Additional Bonds;

(d) payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor or their surety in respect of any default under a contract relating to the Project;

(e) payment of the fees or out-of-pocket expenses of the City or the Agency, if any, relating to the Project, including, but not limited to, architectural, engineering, and supervisory services with respect to the Project;

(f) payment of the fees, or out-of-pocket expenses, if any, of those providing services with respect to the Project, including, but not limited to, architectural, engineering, legal, accounting and supervisory services;

(g) payment to the City or the Agency of such amounts, if any, as shall be necessary to reimburse the City or the Agency in full for all advances and payments made by either of them for any of the items set forth in clauses (a) through (e) above; and

(h) payment of any other costs and expenses (including administrative fees and expenses of the Agency) relating to the Project permitted to be paid by the Agency under the Act.

Upon completion of the Project and after payment of all expenses with respect thereto, all moneys credited to a Project Account of the Project Fund shall be credited to the Sinking Fund and used to pay principal on the Bonds. Prior to such application, the Agency shall receive an opinion of counsel of recognized expertise in matters pertaining to municipal bonds to the effect that such application will not violate the Act.

Section 4.04. Disbursements from the Project Fund. Except as otherwise provided in the Resolution, all payments and disbursements from the Project Fund shall be made by wire transfer or checks signed by the Project Fund Custodian or an Authorized City Representative upon receipt by the Project Fund Custodian of a requisition and certification in substantially the form of Exhibit E to the Resolution for such payment signed by an Authorized City Representative and an Authorized Agency Representative, and, with respect to the Series 2024 Bond, a copy provided to the Bondholder. The Project Fund Custodian shall retain a record of all such requisitions.

Section 4.05. Obligation of the Parties to Cooperate in Furnishing Documents; Reliance of the Project Fund Custodian. Upon payment of any expenses of the Agency incurred in connection therewith pursuant to Section 5.03(b) hereof, the Agency agrees to cooperate with the City in furnishing to the Project Fund Custodian the documents referred to in Section 4.04 hereof that are required to effect payments out of the Project Fund, and the Agency agrees to cause such orders to be directed to the Project Fund Custodian as may be necessary to effect payments out of the Project Fund, in accordance with Section 4.04 hereof. Such obligation of the Agency is subject to any provisions of the Resolution requiring additional documentation with respect to payments and shall not extend beyond the moneys in the Project Fund available for payment under the terms of the Resolution. In making any such payment from the Project Fund, the Project Fund Custodian may rely on any such orders and certifications delivered to it pursuant to Section 4.04 hereof.

Section 4.06. Establishment of Completion Date. The Completion Date with respect to projects funded with proceeds of a series of Bonds shall be evidenced to the Project Fund Custodian by a certificate of substantial completion listing the items to be completed or corrected, if any, and the amounts to be withheld therefor, signed by the Authorized Agency Representative and the Authorized City Representative stating that, except for amounts retained by the Project Fund Custodian for Costs of the Project not then due and payable, (i) all labor, services, materials, and supplies used in such acquisition, construction, and installation have been paid or provided for, (ii) all other facilities necessary in connection with the acquisition, construction, and installation of the Improvements have been constructed, acquired, and installed and all costs and expenses incurred in connection therewith have been paid or provided for, and (iii) any certificates of occupancy or other appropriate permits for the Improvements have been issued by appropriate local governmental authorities. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the City to cause the certificate contemplated by this Section 4.06 to be furnished as soon as the acquisition, construction, and installation of the Improvements shall have been substantially completed.

Section 4.07. City Required to Pay Project Costs in Event Project Fund Insufficient. In the event moneys in the Project Fund available for payment of Costs of the Project shall not be sufficient to pay the costs thereof in full, the City agrees to complete the acquisition, construction and installation of the Project and to pay all that portion of the Costs of the Project as may be in excess of the moneys available therefor in the Project Fund out of any funds lawfully available to it for such purpose, from whatever source derived. The Agency does not make any warranty, either express or implied, that the moneys which will be paid into the Project Fund and which, under the provisions of this Intergovernmental Agreement, will be available for payment of the Costs of the Project (together with any additional funds provided by the City), will be sufficient to pay all the costs that will be incurred in that connection. The City agrees that if after exhaustion of the moneys in the Project Fund the City shall pay any portion of the Costs of the Project pursuant to the provisions of this Section 4.07, it shall not be entitled to any reimbursement therefor from the Agency or the Project Fund Custodian, nor shall it be entitled to any diminution of the amounts payable under Section 5.03 hereof.

Section 4.08. Authorized City and Agency Representatives and Successors. The City and the Agency, respectively, shall designate, in the manner prescribed in Section 1.01 hereof, the Authorized City Representative and the Authorized Agency Representative. In the event that any person so designated and his or her alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Intergovernmental Agreement, a successor shall be appointed in the same manner.

Section 4.09. Enforcement of Remedies Against Contractors and Subcontractors and their Sureties and Manufacturers. The City covenants that it will take such action and institute such proceedings as shall be necessary to cause and require all contractors and subcontractors and material suppliers to complete their contracts diligently in accordance with the terms of such contracts, including, without limitation, the correction of any defective work, with all expenses incurred by the City in connection with the performance of its obligations under this Section 4.09 to be considered part of the Costs of the Project referred to in Section 4.03 hereof. The Agency agrees that the City may, from time to time, in its own name, or in the name of the Agency, take such action as may be necessary or advisable, as determined by the City, to ensure the construction of the Improvements in accordance with the terms of the Construction Contracts and the Plans and Specifications, to ensure the peaceable and quiet enjoyment of the Project, and to ensure the performance by the Agency of all covenants and obligations of the Agency under this Intergovernmental Agreement, with all costs and expenses incurred by the City in connection therewith to be considered as part of the Costs of the Project referred to in Section 4.03 hereof. All amounts recovered by way of penalties, damages, whether liquidated or actual, refunds, adjustments, or otherwise in connection with the foregoing prior to the Completion Date, less any unreimbursed legal expenses incurred to collect the same, shall be paid into the Project Fund and, after the Completion Date, shall be disbursed pursuant to the provisions of Section 4.03(c) of this Intergovernmental Agreement.

The City covenants that it will take such action and institute such proceedings as shall be necessary to cause and require any manufacturers of the Equipment and any dealer to fulfill their warranties and contractual responsibilities diligently in accordance with the terms of any purchase and installation contracts, including, without limitation, the correction of any defective parts or workmanship, with all expenses incurred by the City in connection with the performance of its obligations under this Section 4.09 to be considered part of the Costs of the Project referred to in Section 4.03 hereof. The Agency agrees that the City may, from time to time, take such action as may be necessary or advisable, as may be determined by the City, to ensure the conformity of the Equipment to the specifications therefor, with all costs and expenses incurred by the City in connection therewith to be considered as part of the Costs of the Project referred to in Section 4.03 hereof.

Section 4.10. Investment of Project Fund. Subject to Section 501 of the Resolution, any moneys held as a part of the Project Fund shall be invested or reinvested by the Project Fund Custodian at the written direction of the Authorized City Representative in such Permitted Investments as may be designated by the City. The Project Fund Custodian may make any and all such investments through its own bond or investment department or through its broker-dealer affiliate.

The investments so purchased shall be held by the Project Fund Custodian and shall be deemed at all times a part of the Project Fund, and the interest accruing thereon and any profit realized therefrom shall be credited to the Project Fund, and any losses resulting from such investments shall be charged to the Project Fund and paid by the City.

Section 4.11. Special Investment Covenants. The Agency and the City each covenant that it will not directly or indirectly use or permit the use of any proceeds (as defined in the Regulations) of the Series 2024 Bond, any Additional Bonds or any other funds of the Agency or the City, or take or omit to take any action, or direct the Project Fund Custodian to invest any funds held by it, in such manner as will, or allow any "related party" (as defined in Section 1.150-1(b) of the Regulations) to enter into any arrangement, formal or informal, as will, cause the Series 2024 Bond or any such Additional Bonds to be "federally guaranteed", as such term is used and defined in Section 149(b) of the Code, or to be an "arbitrage bond" within the meaning of Section 148 of the Code, and any Regulations proposed or promulgated in connection therewith. To that end, the Agency and the City shall comply with all requirements of Section 149(b) and Section 148 of the Code to the extent applicable to the Series 2024 Bond and any Additional Bonds. In the event that at any time the Agency or the City is of the opinion that for purposes of this Section 4.11 it is necessary to dispose of any investment or to restrict or limit the yield on any investment held under the Bond Documents or otherwise, the Agency or the City, as the case may be, shall so instruct the Project Fund Custodian in writing.

Section 4.12 Tax Covenants. (a) The Agency and the City covenant to either take actions to prevent its receipt of private payments which would cause the Series 2024 Bond to be a "private activity bond," redeem the Series 2024 Bond prior to receipt of such excess private payments or take remedial actions under the Code which would allow such payments to be received without adverse effect on the tax status of interest on the Series 2024 Bond. Other than as provided in the preceding sentence, the Agency and the City may only make contractual arrangements with respect to the use and payment therefor of the Project such that the Series 2024 Bond will not become a "private activity bond" under Section 141 of the Code provided such restrictions shall not apply if an Opinion of Bond Counsel is delivered to the effect that interest on the Series 2024 Bond will continue to be exempt from gross income for federal income tax purposes.

(b) Reference is made to the non-arbitrage certificate by the Agency delivered concurrently with the issuance of the Series 2024 Bond; the representations and covenants made therein are hereby incorporated by reference as if contained herein and shall constitute part of this Intergovernmental Agreement.

(c) In the event that at any time the Agency or the City is of the opinion that for purposes of Section 4.11 or this Section 4.12, it is necessary to dispose of any investment or to restrict or limit the yield on any investment held under the Resolution or otherwise, the Agency or the City, as the case may be, shall so instruct the Sinking Fund Custodian in writing.

Section 4.13 Calculation and Payment of Rebate Amount. An Authorized City Representative, is hereby authorized (i) to retain a certified public accountant or financial analyst, or any firm thereof or any financial institution experienced in making the arbitrage rebate calculations required pursuant to Section 148 of the Code, to make such calculations, (ii) to establish such funds or accounts, and (iii) to make or direct such investment as may be desired to assist in or facilitate compliance with Section 148 of the Code. The moneys and securities held in any rebate fund or account do not, and shall not, constitute security for the payment of the Series 2024 Bond.

(a) The City, on behalf of the Agency, shall cause the Rebate Amount, hereinafter defined, to be determined and pay such Rebate Amount, if any, from any legally available source. Such amount shall be deposited in the Rebate Fund or account established under the Bond Resolution for subsequent payment to the United States Treasury, as and when due, in accordance with the “rebate requirement” described in Section 148(f) of the Code and in this Section and retain records of all such determinations until six (6) years after the payment of the Series 2024 Bond.

(b) Within thirty (30) days after the last day of the fifth Bond Year (June 1, 2039) (the “Initial Installment Computation Date”), and at least once every five (5) years thereafter until final payment of the Series 2024 Bond, the City, on behalf of the Agency, shall cause the preparation of a certificate (a “Rebate Amount Certificate”) setting forth the amount due the United States Treasury pursuant to Section 148(f) of the Code and regulations thereunder (the “Rebate Amount”). Such Rebate Amount Certificate shall be prepared or approved by (i) a person with experience in matters of governmental accounting for Federal income tax purposes, (ii) a bona fide arbitrage rebate calculation reporting service, or (iii) nationally recognized bond counsel. The City shall pay all costs associated with the preparation of the Rebate Amount Certificate.

(c) Not later than sixty (60) days after the Initial Installment Computation Date, the City, on behalf of the Agency, shall deposit into the Rebate Fund or account established under the Bond Resolution, for subsequent payment to the United States Treasury, at least ninety percent (90%) of the Rebate Amount as set forth in the Rebate Amount Certificate prepared with respect to the Initial Installment Computation Date. At least once on or before sixty (60) days after the date that is the fifth anniversary of the Initial Installment Computation Date and on or before sixty (60) days after every fifth anniversary date thereafter (until final payment of the Series 2024 Bond), the City shall deposit into the Rebate Fund or account established under the Bond Resolution, for subsequent payment to the United States Treasury, not less than the amount, if any, by which ninety percent (90%) of the Rebate Amount set forth in the most recent Rebate Amount Certificate exceeds the aggregate of all such payments theretofore made to the United States Treasury pursuant to this Section. On or before sixty (60) days after final payment of the Series 2024 Bond, the City, on behalf of the Agency, shall deposit into the rebate fund or account established under the Bond Resolution, for subsequent payment to the United States Treasury, the amount, if any, by which one hundred percent (100%) of the Rebate Amount set forth in the Rebate Amount Certificate with respect to the date of final payment of the Series 2024 Bond exceed the aggregate of all payments theretofore made pursuant to this Section.

The Agency and the City may, without the consent of the Owners of the Series 2024 Bond, make such additions, deletions or modifications to this Intergovernmental Contract as may be required or permitted so as to ensure compliance with Section 148 of the Code or otherwise as may be required to ensure that interest on the Series 2024 Bond is not includable within the gross income of the holders thereof for federal income tax purposes.

ARTICLE V

EFFECTIVE DATE OF AGREEMENT; DURATION OF TERM; NATURE OF OBLIGATIONS OF CITY

Section 5.01. Term of Agreement. This Intergovernmental Agreement shall become effective upon its delivery and the leasehold interest created by this Intergovernmental Agreement shall then begin and shall be in full force and effect until midnight, December 31, 2044, subject to the provisions of this Intergovernmental Agreement permitting earlier termination (including particularly Article VII hereof), or if all the amounts payable pursuant to Section 5.03 hereof have not been paid or retired, until such date as such payment shall have been made; provided, however, that the covenants and obligations expressed herein to so survive shall survive the termination of this Intergovernmental Agreement, but in no event shall the term of this Intergovernmental Agreement exceed fifty (50) years.

Section 5.02. Delivery and Acceptance of Possession. The Agency agrees to deliver to the City sole and exclusive possession and use of the Leased Property constituting the Project promptly following execution and delivery of this Intergovernmental Agreement and the City will accept possession and use of such Leased Property. The City shall retain the ownership of and sole and exclusive use and possession of the Project. Title to the Project shall be conveyed to the City upon the payment in full of the Series 2024 Bond or as otherwise agreed by the City and the Agency. The Agency shall be permitted such continued possession of the Project as shall be necessary and convenient for it to construct or install or cause to be constructed or installed the Improvements. The Agency covenants and agrees that it shall not take any action to prevent the City from having quiet and peaceable possession and enjoyment of the Project during the term of this Intergovernmental Agreement and shall, at the request of the City and at the cost of the City, cooperate with the City in order that the City may have quiet and peaceable possession and enjoyment of the Project. The City shall operate the Project or shall cause the Project to be operated and shall pay all costs of operating the Project or shall cause all costs of operating the Project to be paid, including, without limitation, salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation of the Project, costs of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees, any incidental expenses and such other charges as may be properly made for the purpose of operating the Project.

Section 5.03. Basic Payments and Other Amounts Payable. (a) Until the principal of, and premium, if any, and interest on, the Bonds shall have been fully paid, the City shall pay to the Sinking Fund Custodian for the account of the Agency, on or before each May 20 and each November 20, commencing May 20, 2025, until the earlier of (i) June 1, 2044 or (ii) the date that there are no Bonds Outstanding, a sum equal to the amount payable on such date as principal of and interest on, the Bonds, as provided in the Resolution. Each payment under this Section due on an interest or principal payment date until the Bonds are fully paid or payment is provided therefor in accordance with the Resolution, shall in all events be sufficient, after giving credit for funds held in the Sinking Fund available for such purpose, to pay the total amount of interest and principal payable on the Bonds on the principal or interest payment date or prepayment or redemption date. Any payment shall be reduced and need not be made to the extent that there are moneys in the Sinking Fund in excess of the amount required for the payment of interest for which checks or drafts have been mailed by or on behalf of the Agency, and past due interest in all cases where the Bonds have not been presented for payment. Any payment not received by the Sinking Fund Custodian when due shall continue as an obligation of the City until paid and shall bear interest at the rate of interest on the Bonds to which such payment relates.

(b) The City agrees to pay all reasonable out-of-pocket cost and expenses of the Agency, the Project Fund Custodian and the Sinking Fund Custodian incurred in connection with their negotiation, structuring, documenting, and closing the Bonds, including, without limitation, the reasonable foes and disbursements of counsel for the Agency and the City and Bond Counsel. The City agrees to pay all reasonable out-of-pocket costs and expenses of the Agency and the

Project Fund Custodian incurred in connection with their administration or modification of, or in connection with the preservation of their rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Bond Document or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Agency, counsel for the Project Fund Custodian and counsel for the Sinking Fund Custodian.

Such additional payments shall be billed to the City by the Agency, from time to time, together with a statement certifying that the amount billed has been incurred or paid by such party for one or more of the above items. Amounts so billed shall be paid by the City within thirty (30) days after receipt of the bill by the City.

(c) In the event the City shall fail to make any of the payments required in this Section 5.03, the item or installment so in default shall continue as an obligation of the City until the amount in default shall have been fully paid.

Section 5.04. Place of Payments. The payments provided for in Section 5.03(a) hereof shall be paid in lawful money of the United States of America directly to the Sinking Fund Custodian for the account of the Agency and shall be deposited in the Sinking Fund. The payments of additional payments to be made pursuant to Section 5.03(b) hereof shall be paid directly to the Agency, the Project Fund Custodian or the Sinking Fund Custodian for its own use.

Section 5.05. Nature of Obligations of City Hereunder. (a) The obligations of the City to make the payments required in Section 5.03 hereof and other sections hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the City and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim, except payment, it may otherwise have against the Agency. The City agrees that it shall not (i) suspend, abate, reduce, abrogate, diminish, postpone, modify, or discontinue any payments provided for in Section 5.03 hereof, (ii) fail to observe any of its other agreements contained in this Intergovernmental Agreement, or (iii) except as provided in Article VII hereof, terminate its obligations under this Intergovernmental Agreement for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of the Agency or the City to complete the acquisition, construction and installation of the Improvements, failure of the City to occupy or to use the Project as contemplated in this Intergovernmental Agreement or otherwise, any change or delay in the time of availability of the Project, any acts or circumstances that may impair or preclude the use or possession of the Project, any defect in the title, design, operation, merchantability, fitness, or condition of the Project or in the suitability of the Project for the City's or the Agency's purposes or needs, failure of consideration, any declaration or finding that the Bonds are unenforceable or invalid, the invalidity of any provision of this Intergovernmental Agreement, any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or the use of all or any part of the Project, failure of the Agency's title to the Project or any part thereof, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or in the rules or regulations of any governmental authority, or any failure of the Agency to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Intergovernmental Agreement.

(b) The obligations of the City to make the payments required in Section 5.03 hereof and other sections hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the City and shall be further secured by that certain Collateral Assignment of Security Agreement ("Collateral Assignment") to be dated the first day of the calendar month in which the Series 2024 Bond is issued.

(c) Nothing contained in this Section 5.05 shall be construed to release the Agency from the performance of any of the agreements on its part herein contained. In the event the Agency should fail to perform any such agreement on its part, the City may institute such action against the Agency as the City may deem necessary to compel performance so long as such action does not abrogate the City's obligations hereunder. The Agency hereby agrees that it shall not take or omit to take any action that would cause this Intergovernmental Agreement to be terminated. The City may, however, at its own cost and expense and in its own name or in the name of the Agency, prosecute or defend any action or proceeding or take any other action involving third persons that the City deems reasonably necessary in order to secure or protect its right of possession, occupancy, and use hereunder, and in such event the Agency hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Agency in any such action or proceeding if the City shall so request.

ARTICLE VI

ADDITIONAL COVENANTS

Section 6.01. No Warranty of Condition or Suitability by the Agency. THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE HABITABILITY, MERCHANTABILITY, CONDITION, OR WORKMANSHIP OF ANY PART OF THE PROJECT OR THAT IT WILL BE SUITABLE FOR THE CITY'S PURPOSES OR NEEDS.

Section 6.02. Indemnity. To the extent permitted by the laws and Constitution of the State, the City shall protect, hold harmless, and indemnify the Agency from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, fees and expenses of legal counsel, penalties, and interest arising out of or as a result of: the entering into of the Bond Documents or any transactions contemplated thereby, but not including any acts or omissions by the indemnified party; the ownership of any portion of the Project; the ordering, acquisition, construction, use, operation., condition, purchase, delivery, rejection, storage or return of any item of the Project; or any accident in connection with the construction, operation, use condition, possession, storage or return of any item of the Project resulting in damage to property or injury to or death of any person. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Intergovernmental Agreement and shall survive the termination of this Intergovernmental Agreement for any reason.

Section 6.03. Tax Covenants. The City further covenants and agrees that it shall comply with the representations and certifications it made in its tax and non-arbitrage certificate dated the date of issuance and delivery of the Series 2024 Bond and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

Section 6.04. Insurance. To the extent deemed necessary, the City will cause to be bonded its employees or agents handling funds of the Project in amounts adequate for its protection and it shall procure and maintain or cause to be maintained insurance on the physical properties of the Project of the kinds and in the amounts normally carried by private companies or other agencies engaged in the operation of similar properties so long as any Bonds are outstanding. Such insurance shall include: (i) fire and extended coverage insurance on the insurable portions of the Project with a responsible insurance company or companies authorized and qualified to do business under the laws of the State of Georgia; (ii) public liability insurance relating to the operation of the Project; and (iii) vehicular public liability insurance on any vehicle owned or operated by the City and used in the operation of the Project. Such insurance may provide reasonable and customary coverage and deductibles for agencies and governmental authorities operating similar facilities, provided that such insurance in such amount is available at a cost which, in the opinion of the City, will not impose an unreasonable financial burden, or the City may self-insure against such claims and risks, or the City in its discretion, may provide for any combination of the foregoing. The proceeds of such fire and extended coverage policies are pledged as security for the payment of the Contract Payments, but shall be available for and shall, to the extent necessary and desirable, be applied to the repair and replacement of the damaged or destroyed property. In the event the proceeds of such policies are not used for that purpose, then same shall be deposited in the Sinking Fund. Proceeds from the fidelity bonds on employees and agents shall be paid into the appropriate fund. All insurance policies and fidelity bonds shall be open to the inspection of the Bondholders or their duly authorized representatives at all reasonable times. All insurance policies shall name the Agency as an additional insured.

Section 6.05. Operation and Maintenance of the Project; Modification of Project.

(a) The City agrees that, at all times while any Bonds are Outstanding (i) the City will cause the Project to be operated and maintained in good repair and in accordance herewith and (ii) the City will be responsible for maintaining and operating the Project Without limiting the foregoing, the City agrees that it will maintain the Project in an efficient and economical manner, that it will at all times maintain the Project in good repair and in sound operating condition, that it will make all repairs and replacements to the Project necessary in the judgment of the City and that it will comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Project and its operation thereof.

(b) The City may, from time to time, in its sole discretion and at its own expense, make any additions, modifications or improvements to the Project, which it may deem desirable for its purposes.

Section 6.06. Release Covenant. The City releases the Agency from, and covenants and agrees that the Agency shall not be liable for, all claims by or on behalf of any person arising from: (i) the conduct or management of, or from any work or thing done in or on, the Project during the term hereof; (ii) any condition of the Project; (iii) any breach or default on the part of the City in the performance of any of its obligations under this Intergovernmental Agreement; (iv) any act of negligence of the City or of any agents, contractors, servants, employees or licensees of the City or of any lessee or tenant of the City; and (v) any loss or damage to property or any injury to or death of any persons occurring on or about or resulting from any defect in the Project.

ARTICLE VII

ASSIGNMENT; PREPAYMENTS

Section 7.01. No Assignment by City. This Intergovernmental Agreement may not be sold, assigned, or encumbered by the City without the prior written consent of the Agency and the Bondholders.

Section 7.02. Prepayment of Series 2024 Bond and Additional Bonds. The Agency, at the written request of the City at any time and if the Series 2024 Bond or any Additional Bonds are then prepayable or callable, and if there are funds available therefor, shall forthwith take all steps that may be necessary under the applicable prepayment or purchase provisions of the Resolution to effect prepayment, redemption or purchase of all or part of the then outstanding Series 2024 Bond or any Additional Bonds, as may be specified by the City, on the earliest date on which such prepayment, redemption or purchase may be made under such applicable provisions. The City acknowledges that the Series 2024 Bond may be optionally prepaid at any time.

Section 7.03. Prepayment of Contract Payments. There is expressly reserved to the City the right, and the City is authorized and permitted, at any time it may choose, to prepay all or any part of the Contract Payments and other amounts payable under Section 5.03 hereof, and the Agency agrees that the Sinking Fund Custodian may accept such prepayments of Contract Payments and other amounts when the same are tendered by the City. All Contract Payments and other amounts so prepaid shall at the written direction of the City be credited toward the Contract Payments and other amounts specified in Section 5.03 hereof, in the order of their due dates, or applied to the retirement of the Series 2024 Bond and any Additional Bonds prior to maturity (either by redemption or purchase) in accordance with the Resolution. The City shall also have the right to surrender the Series 2024 Bond and any Additional Bonds acquired by it in any manner whatsoever to the Agency for cancellation, and such Series 2024 Bond and any Additional Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired and shall be allocated as credits to Contract Payments as provided in the Resolution.

Section 7.04. Option to Prepay the Contract Payments and Prepay or Redeem the Bonds. The City shall also have the option to prepay Contract Payments and other amounts payable under this Intergovernmental Agreement in such manner and amounts as will enable the Agency to (i) prepay the Series 2024 Bond prior to maturity in whole or in part on any date as provided in Section 301 of the Resolution and (ii) redeem any Additional Bonds, as provided in the supplemental resolution approving such Additional Bonds. The Series 2024 Bond prepaid pursuant to this Section shall be prepaid in accordance with Article III of the Resolution. The Contract Payments and other amounts payable by the City in the event of its exercise of the option granted under this Section shall be (i) in the case of partial prepayment or redemption, the amount necessary to pay principal, all interest to accrue to the prepayment or redemption date and the applicable premium as provided in Section 301 of the Resolution or such amounts required by such supplemental resolution with respect to Additional Bonds and (ii) in the case of a total prepayment or redemption, the amounts set forth in Article III of the Resolution and the applicable premium, as provided in Section 301 of the Resolution or such amounts required by such supplemental resolution with respect to Additional Bonds.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default Defined. The following shall be "Events of Default" under this Intergovernmental Agreement, and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Intergovernmental Agreement, any one or more of the following events:

(a) The City's failure to pay the amounts required to be paid under Section 5.03(a) of this Intergovernmental Agreement at the times specified therein.

(b) The City's breach in any material respect of any representation or warranty contained in this Intergovernmental Agreement or the City's failure to observe, perform, or comply with any covenant, condition, or agreement in this Intergovernmental Agreement on the part of the City to be observed or performed, other than as referred to in subsection (a) of this Section 8.01, for a period of thirty (30) days after written notice specifying such breach or failure and requesting that it be remedied, given to the City by the Agency or the Bondholders, unless the Bondholders shall agree in writing to an extension of such time prior to its expiration, provided that such 30-day notice and cure period shall not apply to a breach of Section 9.05. In the case of any such breach or default that cannot with due diligence be cured within such thirty (30) day period but can be wholly cured within a period of time not materially detrimental to the rights of the Agency and the Bondholders, to be determined conclusively by the Bondholders, it shall not constitute an Event of Default if corrective action is instituted by the City within the applicable period and diligently pursued until the breach or default is corrected in accordance with and subject to any directions or limitations of time established in writing by the Bondholders.

(c) The City shall (i) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of it or of all or a substantial part of its property, (ii) enter into an agreement of composition with its creditors, (iii) admit in writing its inability to pay its debts as such debts become due, (iv) make a general assignment for the benefit of its creditors, (v) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect), (vi) file a petition or answer seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fail to controvert in a timely or appropriate manner or acquiesce in writing to any petition filed against it in an involuntary case under such federal bankruptcy law, or (viii) take any action for the purpose of effecting any of the foregoing.

(d) A proceeding or case shall be commenced, without the application of the City, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, winding-up, or composition or adjustment of debts of the City, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of the City or of all or any substantial part of the assets of it, or (iii) similar relief in respect of the City under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and shall continue unvacated and unstayed and in effect for a period of sixty (60) days, whether consecutive or not.

Section 8.02. Remedies on Default. Whenever any Event of Default referred to in Section 8.01 hereof shall have happened and be continuing the Agency, in its discretion, may exercise any one or more of the following remedies:

(a) The Agency may have access to and inspect, examine, and make copies of the books and records and any and all accounts and similar data of the City.

(b) The Agency may from time to time take whatever action at law or in equity or under the terms of this Intergovernmental Agreement may appear necessary or desirable to collect amounts payable by the City hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the City under this Intergovernmental Agreement.

No action taken pursuant to this Section 8.02 shall relieve the City from its obligations pursuant to Section 5.03 hereof, all of which shall survive any such action, and the Agency may take whatever action at Law or in equity as may appear necessary and desirable to collect the amounts then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement, or covenant of the City hereunder.

Section 8.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Intergovernmental Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article VIII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Agency hereunder shall also extend to the Bondholders, and the Bondholders shall be deemed a third party beneficiary of all covenants and agreements herein contained.

Section 8.04. Agreement to Pay Fees and Expenses. If an Event of Default should occur and the Agency or the Bondholders should employ attorneys, accountants, or other experts or incur other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the City herein contained, the City agrees that it shall on demand therefor pay to the Agency and to the Bondholders for the account of the Agency the reasonable fees of such attorneys, accountants, or other experts and such other expenses so incurred by the Agency and the Bondholders. Any attorneys' fees required to be paid by the City under this Intergovernmental Agreement shall include attorneys' and paralegals' fees through all proceedings, including, but not limited to, negotiations, administrative hearings, trials, and appeals.

Section 8.05. Waiver of Events of Default. Subject to Section 9.05, the Agency may waive any Event of Default hereunder and its consequences. In case of any such waiver, or in case any proceeding taken by the Agency or the Bondholders on account of any such Event of Default shall be discontinued or abandoned or determined adversely to the Agency or the Bondholders, then and in every such case the Agency and the City shall be restored to their former position and rights hereunder, but no such waiver or rescission shall extend to or affect any subsequent or other Event of Default or impair or exhaust any right, power, or remedy consequent thereon.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Notices. All notices, certificates, and other communications provided for hereunder shall be in writing and sent (i) by telecopy if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (ii) by registered or certified mail with return receipt requested (postage prepaid), or (iii) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent to any party hereto at the following addresses or to such other address as any party hereto shall have specified in writing to the other party:

If to the Agency:	Mableton Urban Redevelopment Agency 1400 Veterans Memorial Highway, SE Suite 134-200 Mableton, GA 30126 Attn: Chair
With a copy to:	Hunton Andrews Kurth LLP 600 Peachtree Street, Suite 4100 Atlanta, Georgia 30308 Attn: Douglass P. Selby, Esq.
If to the City:	City of Mableton, Georgia 1400 Veterans Memorial Highway, SE Suite 134-200 Mableton, GA 30126 Attention: City Manager
With a copy to:	Denmark Ashby LLC 100 Hartsfield Centre Parkway, Suite 400 Atlanta, Georgia 30354 Attn: Emilia Walker, Esq.

Notices under this Section 9.01 will be deemed given only when actually received.

Section 9.02. Construction and Binding Effect. This Intergovernmental Agreement constitutes the entire agreement of the parties and supersedes any prior agreements. This Intergovernmental Agreement shall inure to the benefit of and shall be binding upon the Agency, the City, and their respective successors and assigns subject, however, to the limitations contained in Section 7.01 hereof.

Section 9.03. Severability. In the event any provision of this Intergovernmental 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 9.04. Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in the Project Fund or other funds provided for herein upon expiration or sooner termination of this Intergovernmental Agreement, as provided in this Intergovernmental Agreement, after payment in full of the Contract Payments and the Bonds, the fees, charges, and expenses of the Agency and the Bondholders, in accordance with the terms hereof, and all sums due and owing to the Agency, shall belong to and be paid to the City by the Agency as overpayment of Contract Payments.

Section 9.05. Amendments, Changes, and Modifications. This Intergovernmental Agreement may not be amended, changed, modified, altered, or terminated, and the observance of any term hereof may not be waived, except in accordance with the Resolution.

Section 9.06. Counterparts; Electronic Execution. The Chair or the Vice Chair of the Agency are each hereby authorized to execute this Intergovernmental Agreement, and all other documents and certificates related to the issuance and delivery of the Series 2024 Bond, by electronic or digital signature including but not limited to emailed PDF or other electronic means that reproduces an image of the actual executed signature page, and such electronic pages shall constitute an original signature and shall be of the same legal effect, validity or enforceability as a manually executed, physically delivered or paper-based signature, as the case may be, and it is further found and determined that such electronic signatures are expressly permitted under the Uniform Electronic Transactions Act (O.C.G.A. Section 10-12-1, *et seq*.).

Section 9.07. Law Governing Construction of this Intergovernmental Agreement. This Intergovernmental Agreement is prepared and entered into with the intention that the law of the State of Georgia, exclusive of such state's rules governing choice of law, shall govern its construction.

Section 9.08. Immunity of Officials, Officers, and Employees of Agency and City. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Agency or the City contained in this Intergovernmental Agreement or for any claim based hereon or otherwise in respect hereof against any member of a Governing Body, officer, or employee, as such, in his or her individual capacity, past, present, or future, of the Agency, the City, or any successor body, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Intergovernmental Agreement is solely a corporate obligation of the City and the Agency payable only from the funds and assets of the City and the Agency herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any member of a Governing Body, officer, or employee, as such, past, present, or future, of the City or the Agency, or of any successor corporation, either directly or through the City, the Agency, or any successor corporation, under or by reason of any of the obligations, covenants, promises, or agreements entered into between the Agency and the City whether contained in this Intergovernmental Agreement or in the Resolution or to be implied herefrom or therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member of a Governing Body, officer, and employee is, by the execution of this Intergovernmental Agreement and as a condition of and as part of the consideration for the execution of this Intergovernmental Agreement, expressly waived and released. The immunity of members of a Governing Body, officers, and employees of the Agency and the City under the provisions contained in this Section 9.08 shall survive the acquisition of the Project and the termination of this Intergovernmental Agreement.

Section 9.09. 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.

SIGNATURES AND SEALS

IN WITNESS WHEREOF, the Agency has executed this Intergovernmental Agreement by causing its name to be hereunto subscribed by its Vice Chair and by causing the official seal of the Agency to be impressed hereon and attested to by its Secretary, and the City has executed this Intergovernmental Agreement by causing its name to be hereunto subscribed by its Mayor and by causing the official seal of the City to be impressed hereon and attested by its City Clerk, all being done as of the day and year first above written.

MABLETON URBAN REDEVELOPMENT AGENCY

By: ______________________________
Vice Chair

(SEAL)

Attest:

____
Secretary

CITY OF MABLETON, GEORGIA

By: ______________________________
Mayor

(SEAL)

Attest:

____
City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT SITE

.

EXHIBIT B

SCHEDULE OF BASIC PAYMENTS

Amounts set forth below are for Basic Payments due under Section 5.03(a).

Payment Date	**Principal Component**	**Interest Component**	**Total Payment**
5/20/2025	$	$	$
11/20/2025			
5/20/2026			
11/20/2026			
5/20/2027			
11/20/2027			
5/20/2028			
11/20/2028			
5/20/2029			
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5/20/2036			
11/20/2036			
5/20/2037			
11/20/2037			
5/20/2038			
11/20/2038			
5/20/2039			
Totals:	$	$	$

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MABLETON, GEORGIA

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF MABLETON, GEORGIA AUTHORIZING, INTER ALIA, THE EXECUTION, DELIVERY AND PERFORMANCE OF AN INTERGOVERNMENTAL LEASE AGREEMENT RELATING TO ITS LEASE OF A CERTAIN PARK AND RECREATIONAL FACILITIES PROJECT FROM THE MABLETON URBAN REDEVELOPMENT AGENCY AND: (I) THE ISSUANCE OF THE MABLETON URBAN REDEVELOPMENT AGENCY REVENUE BOND (PARK AND RECREATIONAL FACILITIES PROJECT), SERIES 2024, AND (II) OTHER RELATED PURPOSES.

WHEREAS, the Mayor and Council, pursuant to Resolution No. 2024-06-02 adopted on June 5, 2024, and the Urban Redevelopment Law (Section 36-61-1, *et seq.* of the Official Code of Georgia Annotated ("O.C.G.A.")), as amended ("the Act"), has heretofore created and activated the Mableton Urban Redevelopment Agency (the "Agency") and the Agency is now existing and operating and its members have been duly appointed and entered into their duties; and

WHEREAS, the Agency was created for the general purpose of providing for the planning and funding of urban redevelopment projects, as described in the Act, that are necessary in the interest of the public health, safety, morals, or welfare of the residents of the City; and

WHEREAS, the Mayor and Council, pursuant Resolution No. 2024-06-01 adopted on June 5, 2024 (the "Prerequisite of Necessity Resolution"), and the Act, including specifically O.C.G.A. §36-61-5, found that one or more pockets of blight exist within the boundaries of the City, including one or more urbanized or developed areas in which (i) structures, buildings, improvements, by reasons of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation or open spaces, and the existence of conditions which endanger life and property by fire or other causes, is conducive to ill health, transmission of disease, infant mortality, high unemployment, juvenile delinquency and crime and is detrimental to the public health, safety, morals and welfare and (ii) by reason of the presence of a predominant number of substandard, deteriorated, or deteriorating structures, inadequate parking, faulty lot layout in relation to size, adequacy, accessibility, and usefulness, unsanitary and unsafe conditions, deterioration of site and other improvements, tax delinquency exceeding the fair value of the land, diversity of ownership on defective or unusual conditions of title which prevent or encumber the free alienability of land, and the existence of conditions which endanger life and property by fire and other causes, substantially impair and arrest the sound growth of the community, retard the provision of housing accommodation and employment opportunities, and constitute an economic and social liability and is a menace to the public health, safety, morals and welfare in their present conditions and use; and

WHEREAS, pursuant to the Prerequisite of Necessity Resolution and the Act, the City previously designated certain areas within the City as "urban redevelopment areas" appropriate for projects that provide for rehabilitation, conservation, or redevelopment, or a combination thereof; and

WHEREAS, pursuant to the Prerequisite of Necessity Resolution, the City further found that one or more areas, including Mableton Urban Redevelopment Area No. 1 ("Mableton Urban Redevelopment Area No. 1") exist in the City that fit within the intent of the definition of O.C.G.A. Section 36-61-2(15) by reason of the deterioration of site or other improvements and by having development impaired by environmental hazards, which substantially arrests the sound growth of the City or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare of the residents of the City, and that such Mableton Urban Redevelopment Area is therefore designated as appropriate for an urban redevelopment project; and

WHEREAS, the Mayor and Council held a public hearing on July 15, 2024, regarding the proposed urban redevelopment plan entitled "City of Mableton, Georgia-Urban Redevelopment Plan 2024" (the "Plan"), a copy of which Plan is on file with the City; and

WHEREAS, public notice of such public hearing relating to consideration of the approval of the Plan was published in the *Marietta Daily Journal*, a newspaper having a general circulation in the area of operation of the City on July 9, 2024 and July 12, 2024, and proof of such publication is on file with the City; and

WHEREAS, the Mayor and Council, by Resolution No. 2024-07-01 adopted on July 15, 2024, approved the Plan and the urban redevelopment projects set forth therein, including, among other things, addressing the need to provide for the physical development of the City as a whole; and

WHEREAS, the City desires to cause the Agency to acquire an approximately 11.07-acre land assemblage within the Mableton Urban Redevelopment Area No. 1 (the "Project Site") which shall be deeded to the Agency and thereafter leased by the Agency to the City, as further described in the hereinafter defined Intergovernmental Agreement; and

WHEREAS, the Agency desires to finance the costs of (i) the acquisition of the Project Site, (ii) land preparation, grading and the installation of certain public infrastructure improvements to the Project Site, (iii) construction and development of a passive pocket park, (iv) the acquisition, construction and equipping of recreational and public park facilities, including, but not limited to, playgrounds, pavilions, park benches, park equipment and/or the installation of walking trails, and (v) professional fees and other expenses related to the issuance of the Bond (collectively, the "Project"); and

WHEREAS, the Act authorizes the City to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of the Act and to levy taxes and assessments for such purposes; and

WHEREAS, Article IX, Section III, Paragraph I(a) and (b) of the Constitution of the State of Georgia of 1983 provides that any "... county, municipality, school district or political subdivision of the state may contract for any period not exceeding 50 years with each other or any other public agency or public corporation for joint services, for the provision of services, or for joint or separate use of facilities or equipment; but such contracts must deal with activities, services and facilities which the contracting parties are authorized by law to undertake or provide ... and, subject to such limitations as may be provided by general law, any county, municipality, or political subdivision may, in connection with any contracts authorized by [this provision], convey any existing facilities or equipment to the state or to any public agency, public corporation or public authority"; and

WHEREAS, pursuant to a Bond Resolution adopted by the Agency on December 9, 2024 (the "Bond Resolution") at the request of the City, the Agency proposes to issue its revenue bond to be designated the "Mableton Urban Redevelopment Agency Revenue Bond (Park and Recreational Facilities Project), Series 2024" (the "Series 2024 Bond") in the original principal amount of $5,110,000 for the purpose of financing all or a portion of the costs of (i) the acquisition and equipping of the Project Site, (ii) the design, acquisition, construction, installation and equipping of the Project and (iii) certain costs of issuance related to the Series 2024 Bond; and

WHEREAS, the Agency expects to finance the Project with the proceeds of the Series 2024 Bond, the repayment of which shall be secured by, among other things, lease payments made by the City under the hereinafter defined Intergovernmental Agreement, which payments shall be made from a combination of revenue sources, including the Ad Valorem Property Tax and all other lawfully available sources; and

WHEREAS, the Agency and the City propose to enter into an Intergovernmental Lease Agreement, to be dated the first day of the calendar month in which the Series 2024 Bond is issued (the "Intergovernmental Agreement"), pursuant to which the Agency will agree, among other things, to issue the Series 2024 Bond to finance all or a portion of the costs of the Project for lease to the City, and in consideration of the facilities and services provided by the Agency, the City will agree to, among other things, (i) lease the project from the Agency, (ii) make payments to the Agency in such amounts sufficient to enable the Agency to pay, when due, the principal of, redemption premium, if any, and interest on the Series 2024 Bond and other amounts due under the Resolution, (iii) levy an annual ad valorem tax on all taxable property located within the corporate limits of the City subject to such tax, at such rate or rates, as may be necessary to produce in each year revenues that are sufficient to fulfill the City's obligations under the Intergovernmental Agreement and (iv) the City will agree to secure its obligations to the Agency by a pledge of monies in a deposit account to be delivered by a pledge and security agreement or similar document (to the extent required by the Purchaser, as hereinafter defined); and

WHEREAS, pursuant to a Request for Proposals, the Agency and the City solicited competitive bids from financial institutions for the purchase of the Series 2024 Bond (the "Request for Proposals"), and received bids from multiple financial institutions; and

WHEREAS, the bid of the most responsive bidder, taking into account terms, interest rates, conditions, fees and expenses to be paid by the Agency and within the parameters of the Request for Proposals was submitted by Truist Commercial Equity, Inc. (the "Purchaser"), and a copy of such bid is attached to this Resolution as <u>Exhibit A</u> and incorporated herein by reference; and

WHEREAS, after due consideration, it is deemed advisable and in the best interest of the Agency and the City that the Series 2024 Bond be sold to the Purchaser; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MABLETON, GEORGIA, as follows:

Section l. Authorization of Intergovernmental Agreement. The execution, delivery and performance of the Intergovernmental Agreement shall be approved and the same are hereby authorized. The Intergovernmental Agreement shall be in substantially the form attached hereto as Exhibit B, subject to such minor changes, insertions or omissions as may be approved by the Mayor or Mayor Pro Tempore of the City, and the execution of the Intergovernmental Agreement by the Mayor or Mayor Pro Tempore and Clerk of the City as hereby authorized shall be conclusive evidence of any such approval.

Section 2. Ratification of Winning Bid; Authorization of Terms of Series 2024 Bond. The City ratifies the request for proposals for the sale of the Series 2024 Bond and the bid submitted by the Purchaser to purchase the Series 2024 Bond at one hundred percent (100%) of par, attached hereto as Exhibit A, is hereby approved. The Mayor and Mayor and Council acknowledge that they have received a copy of the Bond Resolution and hereby approve the terms and provisions thereof.

Section 3. Tax and Non-Arbitrage Certificate. Any officer of the City is hereby authorized to execute a tax and non-arbitrage certificate with respect to the Series 2024 Bond in order to comply with Section 148 of the Internal Revenue Code of 1986, as amended.

Section 4. Bank Qualification. The City reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during calendar year 2024 will not exceed $10,000,000. The City will designate the Series 2024 Bond as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 5. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Intergovernmental Agreement or the other documents herein authorized shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the City in his or her individual capacity.

Section 6. Validation of Series 2024 Bond. The Mayor and City Clerk are authorized to acknowledge and make answer in the validation proceedings relating to the Series 2024 Bond.

Section 7. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2024 Bond and the execution and delivery of the Intergovernmental Agreement and the other documents herein authorized.

Section 8. Actions Approved and Confirmed. All acts and doings of the officers of the City which are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Series 2024 Bonds and the execution, delivery and performance of the Intergovernmental Agreement, a pledge and security agreement, if so required by the Purchaser, and the other documents herein authorized shall be, and the same hereby are, in all respects approved and confirmed.

Section 9. Counterparts; Electronic Execution. The Mayor or Mayor Pro Tempore of the City are each hereby authorized to execute the Intergovernmental Agreement, and all other documents and certificates related to the issuance and delivery of the Series 2024 Bond in counterparts, by electronic or digital signature including but not limited to emailed PDF or other electronic means that reproduces an image of the actual executed signature page, and such electronic pages shall constitute one and the same instrument, and an original signature and shall be of the same legal effect, validity or enforceability as a manually executed, physically delivered or paper-based signature, as the case may be, and it is further found and determined that such electronic signatures are expressly permitted under the Uniform Electronic Transactions Act (O.C.G.A. Section 10-12-1, *et seq*.).

Section 10. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

Section 11. Repealing Clause. All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 12. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED this December 9, 2024.

CITY OF MABLETON, GEORGIA

By: ____
Mayor

(SEAL)

Attest:

____
City Clerk

EXHIBIT A

WINNING BID

EXHIBIT B

FORM OF INTERGOVERNMENTAL LEASE AGREEMENT

AGENDA ITEM MEMORANDUM

MEETING OF: December 9, 2024
DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Review of the December 11, 2024 Regular Meeting Agenda

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: I move to

ATTACHMENTS: None