

A G E N D A

REGULAR MEETING OF MAYOR AND COUNCIL JANUARY 3, 2017

6:00 P.M. Work Session

- City Managers Report

Al Wiggins

I. Call to Order – 7:00 p.m.

Mayor David Lockhart

II. Invocation

III. Pledge of Allegiance

IV. Roll Call

V. Comment Period

VI. Approval of Minutes

1. Work Session of Mayor and Council of December 5, 2016
2. Regular Meeting of Mayor and Council of December 5, 2016

VII. Agenda Items

1. Consider an Ordinance to amend Section 2-1-1 ("Time And Date Of Meetings"), of Article A ("Meetings of Governing Body"), of Chapter 1 ("Mayor And Council"), of Title 2 ("General Government") of the Code of Ordinances of Forest Park to allow date and time of meetings to be set by Resolution; to provide for severability; to repeal conflicting Ordinances; to provide an effective date; and for other purposes.

BACKGROUND AND SUMMARY: The City's Charter allows the Mayor and Council to set regular meeting dates, times and locations by ordinance, but no less than two meetings can be held per month. At their November 7, 2016 council meeting, Mayor and Council directed the City Attorney to amend the City's Code of Ordinances to allow Mayor and Council maximum flexibility to set regular meeting times and dates. The Code of Ordinances currently provides that regular meetings are held at city hall, on the first and third Monday of every month, at 7:00 p.m. The proposed ordinance authorizes Mayor and Council to set regular meeting dates, times and locations by resolution.

2. Consider a Resolution to establish the dates, times, and locations of regular meetings; to provide an effective date; and for other lawful purposes.

BACKGROUND AND SUMMARY: The proposed resolution sets the meeting dates as the first and third Mondays of every month at city hall, with the work session to begin at 6:00 p.m. and the regular meeting to begin at 6:10 p.m. Other extraneous provisions regarding the procedure for resetting meetings were also removed. Should Mayor and Council desire to have the flexibility to hold less than two meetings per month, the charter must be amended.

3. Consider an appointment of Election Superintendent
4. Consider an appointment of Chief Municipal Court Judge
5. Consider an appointment of Assistant Judge Environmental
6. Consider an appointment of Mayor Pro-tem
7. Consider an appointment to Urban Redevelopment Agency
8. Presentation of Proclamation to the family of Mrs. Mary Ann Connelly
9. Presentation of Proclamation to the family of Sgt. Michael H. Earles
10. Consider a Resolution by the Mayor and Council of the City of Forest Park, Georgia, naming the depositories for funds of the City of Forest Park: authorizing withdrawals of said funds by check or draft: and naming the officers of said city authorized to sign checks or drafts.

BACKGROUND AND SUMMARY: The Resolution identifies the banks that hold City funds. The Resolution also authorizes withdrawals of funds by check or draft, and identifies the officers of the City authorized to sign checks or drafts. Two signatures are required on each check or draft of the City.

11. Consider an Ordinance authorizing temporary loans by the City of Forest Park, under the Constitution of the State of Georgia, Article 9, Section 5, Paragraph V; and for other purposes.

BACKGROUND AND SUMMARY: The Ordinance is presented in January each year to allow the City to acquire temporary loans with specific banks during the calendar year. Any loan, if needed,

would be to pay operating expenses of the City, and would be subject to a limit.

12. Consider approval of signage for Councilwoman Wells' Ward 4-Most Beautiful Yard program.

BACKGROUND AND SUMMARY: Councilwoman Wells has proposed to institute a program to acknowledge property owners in Ward 4 who have taken exceptional care of their property by placing a personalized 'Most Beautiful Yard' sign on display of the front lawn of willing participants. The overall goal is to encourage property maintenance and improvements in a manner that promote community pride throughout the entire Ward 4 Community. The awardees will be selected on a quarterly basis by Councilwoman Wells.

13. Consider honorary naming of the Community Recreation Building located 803 Forest Parkway.

BACKGROUND AND SUMMARY: Councilman Smith has requested that the Mayor and Council consider naming the Community Recreation Building located at 803 Forest Parkway in honor of Recreation and Leisure Services Director, Elaine Corley.

14. Consider an Ordinance to amend Sections 2-5-17 and 2-5-18 of the Code of Ordinances in compliance with Georgia House Bill 691 that addresses the appointment and removal of Municipal Court Judges.

BACKGROUND AND SUMMARY: House Bill 691 amended certain sections within Title 36 of the Official Code of Georgia relating to appointment and removal of Municipal Court Judges. First, it amended O.C.G.A. § 36-32-2 to require that Municipal Court Judges shall no longer serve at the pleasure of the municipality's governing authority. Instead, a municipality must provide a fixed term of service for its judges. Such terms must be no less than one (1) year, and such terms must be memorialized within a written agreement between the judges and the municipality's governing authority, the charter or the code of ordinances. Second, House Bill 691 enacted a new section, O.C.G.A. § 36-32-2.2, which allows removal of a Municipal Court Judge during his/her term of office, pursuant to the statutory removal process.

15. Consider a Resolution authorizing the Mayor, on behalf of the City of Forest Park, Georgia, to execute an agreement with the Assistant Municipal Court Judge of Environmental Court.

BACKGROUND AND SUMMARY: Reference background and summary provided with Agenda Item #14.

16. Consider a Resolution authorizing the Mayor to enter into an agreement between the Chief Municipal Court Judge and the City of Forest Park.

BACKGROUND AND SUMMARY: The contractual agreement is required per the terms of House Bill 691 as referenced in Agenda Item #14.

17. Consider a Resolution authorizing the Mayor to sign a contract between the Development Authority and the City of Forest Park for the leasing of 696 Main Street.

BACKGROUND AND SUMMARY: The contractual agreement provides terms and guidelines of the City's use of 696 Main Street.

18. Consider a Resolution authorizing the Mayor to sign a sub-lease agreement between the GA Radio Museum and Hall of Fame and the City of Forest Park.

BACKGROUND AND SUMMARY: During the Work Session of the November 7th Mayor and Council meeting, Councilwoman Sandra Bagley introduced the idea of exploring a partnership with the Georgia Radio Museum and Hall of Fame (GRM and HOF) as a tool to increase tourism activity in the City. Several discussions between the City and the GRM and HOF have taken place since Councilwoman Bagley's proposal, both parties have agreed that the partnership is worthy of exploration and that a formal proposal should be placed before the Mayor and Council.

VIII. Legal Matters

IX. Comments by Governing Body

X. Adjournment

MINUTES

WORK SESSION OF MAYOR AND COUNCIL OF DECEMBER 5, 2016

Call to Order: The Work Session of Mayor and Council of December 5, 2016 called to order by Mayor David Lockhart at 6:00 p.m.

Present: Mayor Lockhart and Councilmembers, Tommy Smith, Dabouze Antoine, Sandra Bagley, Latresa Wells and Allan Mears.

Also present were Al Wiggins, City Manager; Mike Blandenburg, Director Finance; Jonathan Jones, Director Planning, Building and Zoning; Angela Redding, Management Analyst; Jeff Eady, Director Public Works; Major Jamie Reynolds, Police; Deputy Chief Matt Jackson, Fire; and City Attorney Eugene Smith.

Agenda Items: Ordinance establishing the budgets for Special Revenue Funds for the Fiscal Year 2016-2017.

Resolution declaring certain City property, listed on Exhibit A, to be surplus property and to provide for its proper disposal either by auction or other methods pursuant to the City's Ordinances; and for other purposes.

Ordinance to amend Section 2-1-1 ("Time And Date Of Meetings"), of Article A ("Meetings of Governing Body"), of Chapter 1 ("Mayor And Council"), of Title 2 ("General Government") of the Code Of Ordinances of Forest Park to allow date and time of meetings to be set by Resolution; to provide for severability; to repeal conflicting Ordinances; to provide an effective date; and for other purposes.

Resolution to establish the dates, times, and locations of regular meetings; to provide an effective date; and for other lawful purposes.

Amendment to Real Estate Sales Contract between Billy Freeman Jr. (the "Purchaser") and the City of Forest Park, Georgia (the "Seller"), for the sale of 751 Bridge Ave.

Resolution to apply for HUD Funding through the Community Development Block Grant Program (CDBG) for the following projects - Curb And Gutter, Sidewalks, and Storm Water Piping on Governors Drive, Springdale Road, Courtney Drive And Old Jonesboro Road And Facility Improvements to the Town Center Plaza on Main Street and to accept the HUD Funding through the CDBG Program once it becomes available; to repeal all Resolutions and Parts of Resolutions in conflict herewith; to provide an effective date; and for other purposes.

Consider an Ordinance to amend Chapter 5 ("Erosion, Sedimentation And Pollution Control") in Title 8 ("Planning And Development") of the Code Of Ordinances, by repealing the current language in said Chapter in its entirety and enacting new regulations in lieu thereof; to provide for severability; to repeal conflicting Ordinances; to provide an adoption date; to provide an effective date; and to provide for other lawful purposes.

Ordinance to amend the Code of Ordinances, City of Forest Park, Georgia to establish a Special Tax District within the municipal limits of the City Of Forest Park; to establish other rules and procedures for such Special Tax District; to establish the process to provide the millage rate for said tax; to provide an effective date; to repeal conflicting Ordinances; and for other lawful purposes.

City Managers Mr. Wiggins stated that we know that the Briarwood Forest Apartments have been vacant and dilapidated for some time. We are scheduled to have an abatement hearing at our Environmental Board January 6th. Pending the judges approval, we will move ahead with the abatement.

Mr. Wiggins stated that it is very important for us to be supportive of Forest Park High School and all the schools in the city of Forest Park. Please participate in the PTSA to help us build strong communities.

Mr. Wiggins stated that the Outdoor Water Restrictions are still in place with a Level 2 Drought Restriction conditions.

Mr. Wiggins stated that we completed our Comprehensive Annual Financial Report and we're on track with getting the Financial Reporting Award that we've received for the last 35

years. Mr. Wiggins stated that the auditors were very pleased with the way we are managing our current budget.

Mr. Wiggins stated that Norfolk Southern will be doing several repairs to the rail line along the Parkway during the first and second week of January.

Mr. Wiggins stated that the Urban Redevelopment Agency and the Development Authority will meet at 5:00 p.m. and 5:30 p.m. respectively on Thursday, December 29, 2016.

Mr. Wiggins stated that the Forest Park City offices will be closed for the New Year's holiday, Monday, January 2, 2016. The Mayor and Council will meet January 3, 2016.

Legal Matters: Mayor Lockhart asked the status of the abatement on the burned cleaners. Mr. Wiggins stated that we are waiting on the judge to issue the order that will allow the entity that purchased the tax deed to take possession of the property. We expect to be issued that approval by the close of the year.

Adjournment: Councilman Mears made a motion to adjourn the Work Session. Councilman Smith seconded the motion. Voting was unanimous.

MINUTES

REGULAR MEETING OF MAYOR AND COUNCIL OF DECEMBER 5, 2016

Call to Order: The Regular Meeting of Mayor and Council of December 5, 2016, called to order by Mayor David Lockhart at 7:00 p.m.

Invocation: The invocation was given by Mr. Roy Lunsford followed by the Pledge of Allegiance to the American Flag.

Roll Call: Mayor Lockhart and Councilmembers, Tommy Smith, Dabouze Antoine, Sandra Bagley, Latresa Wells and Allan Mears.

Also present were Al Wiggins, City Manager; Mike Blandenburg, Director Finance; Jonathan Jones, Director Planning, Building and Zoning; Angela Redding, Management Analyst; Jeff Eady, Director Public Works; Major Jamie Reynolds, Police; Deputy Chief Matt Jackson, Fire; and City Attorney Eugene Smith.

Mayor Lockhart asked for a motion to amend the agenda to reverse the Ordinance and Resolution order. Councilwoman Wells made the motion. Councilwoman Bagley seconded the motion. Voting was unanimous.

Comment Period: Ms. Linda Lord stated that she would like to see the Work Session and Regular Meeting times remain the same in order to continue to give the citizens a one-on-one time with the Mayor and Council.

Mr. Samuel Ibanez invited everyone to a celebration walk on December 17, 2016, at noon.

Approval of Minutes: Mayor Lockhart made a recommendation to approve the Regular and Work Session Meeting Minutes of November 21, 2016, together. Councilwoman Wells made a motion to approve the Regular and Work Session Meeting Minutes of November 21, 2016, together. Councilman Smith seconded the motion. Voting was unanimous.

Ordinance: Consider an Ordinance by the governing body of the City of Budget Forest Park, Georgia establishing the budgets for Special Revenue Funds for the Fiscal Year 2016-2017.

Councilman Antoine made a motion to adopt this Ordinance. Seconded by Councilman Wells. Voting was unanimous.

Resolution:
Surplus

Consider a Resolution by the City Council of the City of Forest Park declaring certain City property, listed on Exhibit A, to be surplus property and to provide for its proper disposal either by auction or other methods pursuant to the City's Ordinances; and for other purposes.

Councilman Smith made a motion to adopt this Resolution. Seconded by Councilman Mears. Voting was unanimous.

Ordinance:
Date & Time

Consider an Ordinance to amend Section 2-1-1 ("Time And Date Of Meetings"), of Article A ("Meetings of Governing Body"), of Chapter 1 ("Mayor And Council"), of Title 2 ("General Government") of the Code Of Ordinances of Forest Park to allow date and time of meetings to be set by Resolution; to provide for severability; to repeal conflicting Ordinances; to provide an effective date; and for other purposes.

Councilwoman Bagley made a motion to adopt this Ordinance. Seconded by Councilman Smith.

Councilwoman Bagley stated we have discussed in previous Council meetings about limiting the meetings to one per month. Councilwoman Bagley stated that she was in favor of the time change because we may lose some people because of the wait time. Councilwoman Bagley stated that she would like to continue the two meetings per month due to being able to prepare schedules in advance.

Mayor Lockhart stated that this Ordinance does not affect the dates or times. It simply allows the dates and times to be set by resolution.

Councilwoman Wells stated that she feels that we shouldn't be in that big of a hurry because that is a time when we fellowship with the citizens.

Councilman Mears stated that if we adopt this Ordinance, it gives us the flexibility to change the date and times of meetings should the need arise.

Councilman Antoine stated that he is not in favor of this.

Those in favor were none. Those opposed were Councilman Antoine and Councilwoman Wells. Mayor Lockhart stated that there is no action taken with regard to that Ordinance.

Amendment:
Real Estate Consider an Amendment to Real Estate Sales Contract between Billy Freeman Jr. (the "Purchaser") and the City of Forest Park, Georgia (the "Seller"), for the sale of 751 Bridge Avenue.

Councilwoman Wells made a motion to adopt this Amendment. Seconded by Councilman Smith. Voting was unanimous.

Resolution:
HUD Funding Resolution by The Mayor And City Council of Forest Park, Georgia to apply for HUD Funding through the Community Development Block Grant Program (CDBG) for the following projects - Curb And Gutter, Sidewalks, and Storm Water Piping on Governors Drive, Springdale Road, Courtney Drive And Old Jonesboro Road And Facility Improvements to the Town Center Plaza on Main Street and to accept the HUD Funding through the CDBG Program once it becomes available; to repeal all Resolutions and Parts of Resolutions in conflict herewith; to provide an effective date; and for other purposes.

Councilman Antoine made a motion to adopt this Resolution. Seconded by Councilwoman Wells. Voting was unanimous.

Ordinance:
Erosion, Sedi-
Mentation and
Pollution Control Ordinance to amend Chapter 5 ("Erosion, Sedimentation and Pollution Control") in Title 8 ("Planning and Development") of the Code Of Ordinances, City Of Forest Park, Georgia by repealing the current language in said Chapter in its entirety and enacting new regulations in lieu thereof; to provide for severability; to repeal conflicting Ordinances; to provide an adoption date; to provide an effective date; and to provide for other lawful purposes.

Councilwoman Wells made a motion adopt this Ordinance. Seconded by Councilwoman Bagley. Voting was unanimous.

Ordinance:
Special Tax
District Consider an Ordinance to amend the Code of Ordinances, City of Forest Park, Georgia to establish a Special Tax District within the municipal limits of the City Of Forest Park; to establish other rules and procedures for such

Special Tax District; to establish the process to provide the millage rate for said tax; to provide an effective date; to repeal conflicting Ordinances; and for other lawful purposes.

Councilwoman Wells made a motion to adopt this Ordinance. Seconded by Councilman Smith. Voting was unanimous.

Legal Matters: None

Adjournment: Councilwoman Wells made a motion to adjourn. Seconded by Councilman Smith. Voting was unanimous.

STATE OF GEORGIA

CITY OF FOREST PARK

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 2-1-1 ("TIME AND DATE OF MEETINGS"), OF ARTICLE A ("MEETINGS OF GOVERNING BODY"), OF CHAPTER 1 ("MAYOR AND COUNCIL"), OF TITLE 2 ("GENERAL GOVERNMENT") OF THE CODE OF ORDINANCES OF FOREST PARK TO ALLOW DATE AND TIME OF MEETINGS TO BE SET BY RESOLUTION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing body of the City of Forest Park, Georgia ("City") is the Mayor and Council thereof; and

WHEREAS, the governing body has the power to hold regular public meetings at stated times, dates and locations, not less than twice a month, pursuant to the authority granted by the Charter of the City, including but not limited to Section 2.20 of the City's Charter; and

WHEREAS, the governing authority desires to amend its Code of Ordinances to allow the times, dates and locations of meetings to be established by resolution.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, GEORGIA, and by the authority thereof:

Section One. The City's Code of Ordinances is hereby amended by striking through the existing text of Section 2-1-1 ("Time and Date of Meetings"), of Article A ("Meetings of Governing Body"), of Chapter 1 ("Mayor and Council"), of Title 2 ("General Government"), and inserting the following text in lieu thereof, to read and to be codified as follows:

“Sec. 2-1-1. – Time, date and location of regular meetings.

- (a) The governing body shall establish from time to time by resolution the times, dates, and locations of regular meetings. Such regular meetings shall occur no less often than twice per month.
- (b) At any regular meeting, the time, date or location of the next regular meeting may be changed by action of the city council.
- (c) Unless otherwise changed by action of the city council, any regular meeting which falls on a legal holiday shall be held on the first work day following said holiday.”

Section Two. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section Three. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

Section Four. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the

express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section Five. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section Six. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this _____ day of _____, 2016.

CITY OF FOREST PARK, GEORGIA:

David Lockhart, Mayor

Tommy Smith
Mayor Pro-tem, Ward One

Dabouze Antoine
Councilmember, Ward Two

Sandra Bagley
Councilmember, Ward Three

Latresa Wells
Councilmember, Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

Mike Blandenburg, City Clerk

APPROVED AS TO FORM BY:

City Attorney

STATE OF GEORGIA

CITY OF FOREST PARK

RESOLUTION NO. _____

A RESOLUTION TO ESTABLISH THE DATES, TIMES, AND LOCATIONS OF REGULAR MEETINGS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the governing body of the City of Forest Park, Georgia ("City") is the Mayor and Council thereof; and

WHEREAS, the governing body has the power to hold regular public meetings at stated times, dates and locations, not less than twice per month pursuant to the authority granted by the Charter of the City, including but not limited to Section 2.20 of the City's Charter; and

WHEREAS, the governing body, in Section 2-1-1 of the City's Code of Ordinances, has provided that the meeting dates, times and locations shall be set by it, from time to time, by resolution.

WHEREAS, accordingly, the governing body desires to establish the times, dates and locations of its regular meetings.

BE IT RESOLVED by the governing body of the City of Forest Park, Georgia that the work session portion of its regular meetings shall be held on the first and third Mondays of each month commencing at 6:00 p.m.; and

BE IT FURTHER RESOLVED by the governing body of the City of Forest Park, Georgia that its regular meetings shall be held on the first and third Mondays of each month commencing at 6:10 p.m.; and

BE IT FURTHER RESOLVED by the governing body of Forest Park, Georgia that all regular meetings will be held at City Hall, 745 Forest Parkway, Forest Park, Georgia 30297.

SO RESOLVED this _____ day of _____, 2016.

CITY OF FOREST PARK, GEORGIA:

David Lockhart, Mayor

Tommy Smith
Mayor Pro-tem, Ward One

Dabouze Antoine
Councilmember, Ward Two

Sandra Bagley
Councilmember, Ward Three

Latresa Wells
Councilmember, Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

Mike Blandenburg, City Clerk

APPROVED AS TO FORM BY:

City Attorney

STATE OF GEORGIA

COUNTY OF CLAYTON

RESOLUTION NO. 17-

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF FOREST PARK, GEORGIA NAMING THE DEPOSITORIES FOR FUNDS OF THE CITY OF FOREST PARK: AUTHORIZING WITHDRAWALS OF SAID FUNDS BY CHECK OR DRAFT: AND NAMING THE OFFICERS OF SAID CITY AUTHORIZED TO SIGN CHECKS OR DRAFTS:

WHEREAS, the City of Forest Park, a municipal corporation of the State of Georgia and Clayton County, has on deposit to it's account certain funds in Bank of America, Forest Park, Georgia; Sun Trust Bank of Georgia, Forest Park, Georgia; Wells Fargo Bank, Forest Park, Georgia; Heritage Bank, Forest Park, Georgia and East West Bank, Atlanta, Georgia;

WHEREAS, it is necessary to the operation of the government of said City for said funds to be disbursed from time to time by checks or drafts;

NOW, THEREFORE, BE IT RESOLVED, that two signatures shall be required on each check or draft drawn against any fund of said City;

BE IT FURTHER RESOLVED, that one of the signatures of the following named elected officials shall be required with one of the signatures of the following named appointed officials for all checks or drafts in excess of \$1,000.00;

ELECTED OFFICIALS:

Mayor David Lockhart

APPOINTED OFFICIALS:

Mike Blandenburg

Regina Ivie

BE IT FURTHER RESOLVED, that the requirements of each depository as represented on its signature card shall be appointed in full as if said requirements and conditions were recited herein.

BE IT FURTHER RESOLVED, that this resolution shall take the place of any other resolution heretofore adopted dealing with the same subject matter.

PASSED AND ADOPTED THIS _____ DAY OF JANUARY, 2017 BY THE
MAYOR AND COUNCIL OF THE CITY OF FOREST PARK, GEORGIA.

David Lockhart
Mayor

Tommy Smith
Councilmember, Ward One

Dabouze Antoine
Councilmember, Ward Two

Sandra Bagley
Councilmember, Ward Three

Latresa Wells
Councilmember, Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

City Clerk

Approved as to Form

City Attorney

STATE OF GEORGIA

COUNTY OF CLAYTON

ORDINANCE NO. 17-

**AN ORDINANCE AUTHORIZING TEMPORARY LOANS BY
THE CITY OF FOREST PARK, UNDER THE CONSTITUTION
OF THE STATE OF GEORGIA, ARTICLE 9, SECTION 5,
PARAGRAPH V; AND FOR OTHER PURPOSES**

WHEREAS, under and by virtue of the Constitution of the State of Georgia, Article 9, Section 5, Paragraph V, each municipality of the State authorized to levy taxes is given the authority to make temporary loans between January 1 and December 31 in each year to pay expenses for such year upon certain conditions; and

WHEREAS, such conditions have been fulfilled by the City of Forest Park as hereinafter appears; and

WHEREAS, the said City of Forest Park has now outstanding no such temporary loans or loans made in the current year or in any prior years; and

WHEREAS, the total gross income of said City of Forest Park from taxes in the last preceding fiscal year 2016 was \$17,741,240; and

WHEREAS, the total anticipated income (revenue) of the City of Forest Park to meet obligations of the current budget may exceed \$24,743,100 and

WHEREAS, the maximum amount allowed to be borrowed, \$13,305,930

plus all other anticipated obligations for expenses of the City of Forest Park for the calendar year 2017, are less than the total anticipated revenue from all sources for such calendar year; and

WHEREAS, under the aforesaid authority of the City of Forest Park may make such temporary loan or loans in the year of 2017 in the total amount not to exceed \$13,305,930 which amount is seventy-five (75) percent of \$17,741,240; and

WHEREAS, said temporary loans may be needed by the City of Forest Park to pay the current year's operating expenses; and

NOW, THEREFORE BE IT ORDAINED, by the Governing Body of the City of Forest as follows:

Section 1. That the City of Forest Park is hereby authorized to borrow from Bank of America, Sun Trust Bank of Georgia, Wells Fargo Bank, Forest Park, and Heritage Bank, Forest Park, Georgia sums of money to pay current year's operating expenses from time to time during 2017, the aggregate amount of which is not to exceed \$13,305,930 and the entire amount, together with interest, to be repaid on or before December 31, 2017. The money may be drawn upon from time to time as authorized by Mayor and Council and interest shall be paid only on that portion of the total sum, which is utilized, and only for the period of time it is used. The loan(s) shall be evidenced by promissory note(s) executed in the name of the

City Clerk of said City.

Section 2. The Director of Finance is hereby authorized to utilize line items 100-00-0000-12-2700 to accomplish the repayment of any loans sought on behalf of the City of Forest Park and 100-22-1510-58-2300 to accomplish repayment of any interest accrued.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance held to be invalid or unconstitutional for any reason by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and such remainder shall remain in full force and effect.

Section 4. Effective Date.

This Ordinance shall be in full force and effect immediately upon and after its final passage.

SO ORDAINED this _____ day of January, 2017.

CITY OF FOREST PARK, GEORGIA

David Lockhart
Mayor

Tommy Smith
Councilmember, Ward One

Dabouze Antoine
Councilmember, Ward Two

Sandra Bagley
Councilmember, Ward Three

Latresa Wells
Councilmember, Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

City Clerk

THE SEAL OF THE CITY OF
FOREST PARK, GEORGIA

Approved as to form:

City Attorney

STATE OF GEORGIA

CITY OF FOREST PARK

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 5 ("MUNICIPAL COURT") OF ARTICLE A ("GENERAL PROVISIONS") OF THE CODE OF ORDINANCES, CITY OF FOREST PARK, GEORGIA, BY AMENDING SECTIONS 2-5-17 AND 2-5-18 AND ADDING A NEW SECTION 2-5-18.1; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the duly elected governing authority of the City of Forest Park, Georgia (hereinafter the "City") is the Mayor and Council thereof; and

WHEREAS, House Bill 691 was passed by the State of Georgia in 2016; and

WHEREAS, House Bill 691 amends Article I of Chapter 32 of Title 36 of the Official Code of Georgia; and

WHEREAS, Article I of said Title and Chapter regulates municipal courts, including but not limited to the appointment and removal of municipal judges; and

WHEREAS, prior to the passage of House Bill 691, Section 36-32-2 of said Article, Title and Chapter provided, that municipal judges served at the pleasure of the municipality's governing authority; and

WHEREAS, House Bill 691 amends Section 36-32-2 of said Article, Title and Chapter to provide that municipal court judges shall serve definite terms and are removable only for cause; and

WHEREAS, the governing authority desires to amend its Code of Ordinances to comply with state law; and

WHEREAS, the governing authority of the City determines that compliance with House Bill 691 will provide for the health, safety, and welfare of the inhabitants of the City;

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, GEORGIA THAT:

Section One. Section 2-5-17 (“Method and selection of municipal court judge”), of Chapter 5 (“Municipal Court”), of Article A (“General Provisions”) of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting the existing text and inserting the following text, in lieu thereof, to read to and to be codified as follows:

“Sec. 2-5-17. - Method of selection of chief municipal judge, municipal court judge pro tem, and assistant court judge.

- (a) The chief municipal court judge shall be appointed by the governing body.
 - (1) In order to hold the office of chief municipal court judge, the appointee shall possess such qualifications as set forth in O.C.G.A. § 36-32-1.1.
 - (2) A member of the governing body shall nominate any qualified person for the office of chief municipal court judge, said nomination shall be seconded, and, in the event more than one (1) qualified person is nominated, the person obtaining the vote of the majority of the governing body shall be appointed chief municipal court judge.
- (b) The governing body shall also appoint an assistant municipal court judge who shall preside over sessions of a division of the municipal court to be known as the environmental division.
 - (1) Said appointee must possess the same qualifications as the chief judge in order to qualify for the appointment.
 - (2) Said appointment shall follow the same procedure as that of appointing the chief judge of the municipal court.
 - (3) Said court shall adjudicate cases instituted by the city's code enforcement officer or officers.

- (4) The environmental division of the municipal court shall be located at 785 Forest Parkway, Forest Park, Georgia, or at such other location as may be determined from time to time by the chief judge of the municipal court.”

Section Two. Section 2-5-18 (“Appointment and term of office of chief municipal court judge and assistant”), of Chapter 5 (“Municipal Court”), of Article A (“General Provisions”) of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by deleting the existing text and inserting the following text, in lieu thereof, to read to and to be codified as follows:

“Sec. 2-5-18. – Chief Judge.

- (a) The mayor and council may appoint an individual to serve as chief judge to preside over the city’s municipal court. The chief judge shall be responsible for the general supervision of the municipal court and shall promulgate all rules necessary for the supervision, conduct, and administration of the court.
- (b) The chief judge shall serve a term of no less than one year, which will be established in a written agreement between the mayor and council and such judge.
- (c) Notwithstanding the duration of the term of the chief judge, he or she may be removed from office. Such removal can occur only as provided in O.C.G.A. § 36-32-2.1.
- (d) Notwithstanding the duration of the term of the chief judge, unless he or she is removed from office, he or she shall serve until his or her successor is appointed.”

Section Three. Chapter 5 (“Municipal Court”), of Article A (“General Provisions”) of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by adding a new section, Section 2-5-18.1, to be entitled “Acting Judge,” to read to and to be codified as follows:

“Sec. 2-5-18.1. – Municipal Court Judge Pro Tem.

- (a) The mayor and council may appoint a municipal court judge pro tem, who shall be acting municipal court judge in the absence, disability or disqualification of the chief municipal court judge. The acting municipal court judge shall have all the powers and perform all the duties of the chief municipal court judge when necessary.
- (b) The municipal court judge pro tem shall serve a term of no less than one year, which will be established in a written agreement between the mayor and council and such judge.

- (c) Notwithstanding the duration of the term of the municipal court judge pro tem, he or she may be removed from office. Such removal can occur only as provided in O.C.G.A. § 36-32-2.1.
- (d) Notwithstanding the duration of the term of the municipal court judge pro tem, unless he or she is removed from office, he or she shall serve until his or her successor is appointed.”

Section Four. The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section Five. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

Section Six. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or

sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section Seven. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section Eight. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this _____ day of _____, 2017.

CITY OF FOREST PARK, GEORGIA

David Lockhart, Mayor

Tommy Smith
Councilmember, Ward One

Dabouze Antoine
Councilmember, Ward Two

Sandra Bagley
Councilmember, Ward Three

Latresa Wells
Councilmember, Ward Four

Allan Mears
Councilmember, Ward Five

ATTEST:

Mike Blandenburg, City Clerk

APPROVED BY:

City Attorney

STATE OF GEORGIA

CITY OF FOREST PARK

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF FOREST PARK, GEORGIA TO EXECUTE AN AGREEMENT WITH _____ AS ASSISTANT MUNICIPAL COURT JUDGE OF ENVIRONMENTAL COURT.

WHEREAS, the governing body of the City of Forest Park, Georgia ("City") is the Mayor and Council thereof; and

WHEREAS, the governing body desires to enter into an agreement for an assistant municipal court judge of environmental court; and

WHEREAS, the governing body finds that it is in the best interest of the City to that the term of appointment, compensation, duties, and responsibilities of the assistant municipal court judge of environmental court should be reduced to writing to promote the general welfare of the City;

WHEREAS, attached hereto as Exhibit "A" is a copy of the proposed Agreement between the City and _____; and

WHEREAS, the governing body desires to authorize the City to take such necessary acts, including the Mayor's execution of the proposed Agreement with _____.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, GEORGIA, as follows:

BE IT RESOLVED, the governing body of the City of Forest Park hereby resolves that the City shall enter into the Agreement attached hereto as Exhibit "A" and that the Mayor of the City of Forest Park shall have the authority to execute said agreement.

SO RESOLVED this _____ day of _____, 2017.

CITY OF FOREST PARK, GEORGIA:

David Lockhart, Mayor

ATTEST:

Mike Blandenburg, City Clerk

APPROVED AS TO FORM BY:

City Attorney

EXHIBIT "A"

AGREEMENT

WHEREAS, the City of Forest Park ("City"), by and through its Mayor and Council, has appointed _____ as Assistant Municipal Court Judge of Environmental Court ("Judge") of Forest Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of each, in order to reach a mutuality of agreement, should be reduced to writing.

WITNESSETH

1.

_____ shall serve as Assistant Municipal Court Judge of Environmental Court of Forest Park.

2.

To the extent not covered by this Agreement, the Judge shall have the exclusive authority to establish rules and regulations for the conduct of all matters before said Court.

3.

The Judge shall be available to the Court on a regular basis and as frequently as necessary to efficiently and expeditiously handle cases pending before said Court. At a minimum, the Judge shall be available to the Court on Thursdays.

In establishing the hours for holding sessions of Court, the Judge shall consider the needs, requirements and duties of both the accused and the law enforcement officers. The Judge shall issue warrants as requested by the Police Department.

4.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities to be utilized as the Judge deems necessary.

5.

The City shall provide all necessary documents, forms, supplies and clerical assistance necessary to conduct the business of the Court and for the submission of reports as required by law.

6.

The Judge shall be compensated from City funds at such rates established and approved by the Mayor and Council.

7.

The Judge shall receive as compensation, the sum of two hundred dollars (\$200.00) per court session, and shall be paid on a monthly basis.

8.

The Judge shall receive as compensation, the sum of five hundred dollars (\$500.00) per court session to provide services which are related to the conduct of preliminary hearings, and such other matters as may require consultation outside of the designated court sessions. Compensation for these services shall be paid on a monthly basis.

9.

The Judge shall be granted paid release time for twelve (12) days during the term of this Agreement. In the event the Judge is absent from Court more than twelve (12) days during the term of this Agreement, deductions from his or her compensation shall be made to cover the compensation of a

Judge Pro Tem sitting in his or her absence. The Judge shall also be granted paid release time to attend continuing judicial education seminars and when he or she recuses himself or herself due to a conflict of interest.

10.

This Agreement shall become effective _____, 2017, and shall remain in full force through _____ 2018, unless extended or terminated between the parties hereto. Either party may terminate this agreement upon no less than thirty (30) day's written notice to the other party.

11.

The Judge shall meet with the Mayor and Council of the City not less than twice each calendar year. In such meetings, the Judge shall provide a report to the Mayor and Council regarding all activities, trends and general issues regarding the operation of the Municipal Court.

CITY OF FOREST PARK

David Lockhart, Mayor

ATTEST:

Mike Blandenburg, City Clerk

Assistant Municipal Court Judge

Date

STATE OF GEORGIA

CITY OF FOREST PARK

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF FOREST PARK, GEORGIA TO EXECUTE AN AGREEMENT WITH _____ AS CHIEF MUNICIPAL COURT JUDGE.

WHEREAS, the governing body of the City of Forest Park, Georgia ("City") is the Mayor and Council thereof; and

WHEREAS, the governing body desires to enter into an agreement for a chief municipal court judge; and

WHEREAS, the governing body finds that it is in the best interest of the City to that the term of appointment, compensation, duties, and responsibilities of the chief municipal court judge should be reduced to writing to promote the general welfare of the City;

WHEREAS, attached hereto as Exhibit "A" is a copy of the proposed Agreement between the City and _____; and

WHEREAS, the governing body desires to authorize the City to take such necessary acts, including the Mayor's execution of the proposed Agreement with _____.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, GEORGIA, as follows:

BE IT RESOLVED, the governing body of the City of Forest Park hereby resolves that the City shall enter into the Agreement attached hereto as Exhibit "A" and that the Mayor of the City of Forest Park shall have the authority to execute said agreement.

SO RESOLVED this _____ day of _____, 2017.

CITY OF FOREST PARK, GEORGIA:

David Lockhart, Mayor

ATTEST:

Mike Blandenburg, City Clerk

APPROVED AS TO FORM BY:

City Attorney

EXHIBIT "A"

AGREEMENT

WHEREAS, the City of Forest Park, by and through its Mayor and Council, has appointed _____ as Chief Judge of the Municipal Court of Forest Park; and

WHEREAS, it has been deemed in the best interest of all parties that the term of appointment, compensation, duties, and responsibilities of each, in order to reach a mutuality of agreement, should be reduced to writing.

WITNESSETH

1.

_____ shall serve as Chief Judge of the Municipal Court of Forest Park.

2.

To the extent not covered by this Agreement, the Chief Judge shall have the exclusive authority to establish rules and regulations for the conduct of all matters before said Court.

3.

The Chief Judge shall be available to the Court on a regular basis and as frequently as necessary to efficiently and expeditiously handle cases pending before said Court. At a minimum, the Chief Judge shall be available to the Court on Wednesdays.

In establishing the hours for holding sessions of Court, the Chief Judge shall consider the needs, requirements and duties of both the accused and the law enforcement officers. The Chief Judge shall issue warrants as requested by the Police Department.

4.

The City shall provide in addition to the Court Room, adequate and appropriate office facilities to be utilized as the Chief Judge deems necessary.

The City shall provide all necessary documents, forms, supplies and clerical assistance necessary to conduct the business of the Court and for the submission of reports as required by law.

6.

The Mayor and Council shall appoint a Municipal Court Judge Pro Tem to serve in the absence or disqualification of the Chief Judge. Judges Pro Tem shall be compensated from City funds at such rates established and approved by the Mayor and Council.

7.

The Chief Judge shall receive as compensation, the sum of \$200.00 per court session, and shall be paid on a monthly basis.

8.

The Chief Judge shall receive as compensation, the sum of \$500.00 per court session to provide services which are related to the conduct of preliminary hearings, and such other matters as may require consultation outside of the designated court sessions. Compensation for these services shall be paid on a monthly basis.

9.

The Chief Judge shall be granted paid release time for twelve (12) days during the term of this Agreement. In the event the Chief Judge is absent from Court more than twelve (12) days during the term of this Agreement, deductions from his or her compensation shall be made to cover the compensation of the Judge Pro Tem sitting in his or her absence. The Chief Judge shall also be granted paid release time

to attend continuing judicial education seminars and when he or she recuses himself or herself due to a conflict of interest.

10.

The Agreement shall become effective _____, 2017, and shall remain in full force through _____ 2018, unless extended or terminated between the parties hereto. Either party may terminate this agreement upon no less than thirty (30) day's written notice to the other party.

11.

The Chief Judge shall meet with the Mayor and Council of Forest Park not less than twice each calendar year. In such meetings, the Chief Judge shall provide a report to the Mayor and Council regarding all activities, trends and general issues regarding the operation of the Municipal Court.

CITY OF FOREST PARK

David Lockhart, Mayor

ATTEST:

Mike Blandenburg, City Clerk

Municipal Court Chief Judge

Date

STATE OF GEORGIA

CITY OF FOREST PARK

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF FOREST PARK, GEORGIA, TO EXECUTE A LEASE AGREEMENT WITH THE FOREST PARK DEVELOPMENT AUTHORITY.

WHEREAS, the governing body of the City of Forest Park, Georgia ("City") is the Mayor and Council thereof; and

WHEREAS, the governing body desires to obtain and lease the facilities owned by the Forest Park Development Authority ("Authority") and located at 696 Main Street, Forest Park, Georgia 30297; and

WHEREAS, the governing body finds that it is in the best interest of the City to provide an event space for its local citizens to use and enjoy; and

WHEREAS, attached hereto as Exhibit "A" is a copy of the proposed Lease Agreement between the City and the Authority; and

WHEREAS, the governing body desires to authorize the City to take such necessary acts, including the Mayor's execution of the proposed Lease Agreement with the Authority, to obtain and lease the facilities located at 696 Main Street, Forest Park, Georgia 30297.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, GEORGIA, as follows:

BE IT RESOLVED, the governing body of the City of Forest Park hereby resolves that the City shall enter into the Lease Agreement attached hereto as Exhibit "A" and that the Mayor of the City of Forest Park shall have the authority to execute said agreement.

SO RESOLVED this _____ day of _____, 2016.

CITY OF FOREST PARK, GEORGIA:

DAVID N. LOCKHART, MAYOR

TOMMY SMITH, MAYOR PRO-TEM
COUNCILMEMBER (WARD ONE)

DABOUZE ANTOINE
COUNCILMEMBER (WARD TWO)

SANDRA BAGLEY
COUNCILMEMBER (WARD THREE)

LATRESA WELLS
COUNCILMEMBER (WARD FOUR)

ALLAN MEARS
COUNCILMEMBER (WARD FIVE)

ATTEST:

Mike Blandenburg, City Clerk

APPROVED AS TO FORM BY:

City Attorney

EXHIBIT A

[See attached]

MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT is made and entered into by and between Landlord and Tenant as of the _____ day of _____, 2017.

ARTICLE 1

DEFINED TERMS

When used herein the following terms shall have the respective meanings set forth.

1.01 "Lease." This Lease, including Exhibit "A" attached hereto and incorporated herein and made a part hereof by this reference:

1.02 "Landlord." Forest Park Development Authority

1.03 "Landlord's Address." 745 Forest Parkway, Forest Park, GA 30297

1.04 "Rental Payment Place." Landlord's Address, Attn: Al Wiggins, City Manager

1.05 "Tenant." City of Forest Park.

1.06 "Tenant's Address." 745 Forest Parkway, Forest Park, GA 30297

1.07 "Rental Commencement Date." shall be thirty (30) days from the date of Sublessee's occupancy, as discussed further in Section 17.01 below.

1.08 "Premises." The Premises will consist of the building located on the property at the physical address 696 Main Street, Forest Park, Georgia 30297.

ARTICLE 2

GRANT AND TERM

2.01 Grant. In consideration of the rents herein agreed to be paid and of the covenants and agreements herein made by the respective parties hereto, Landlord demises and leases to Tenant and Tenant hereby leases from Landlord the Premises, upon the terms and conditions herein provided, subject to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

2.02 Term. The term of this Lease shall be for a period of twenty four (24) months. Subject to the terms, covenants and agreements contained herein, Tenant shall have and hold the Premises for the entire Term. The term "Lease Year" as used in this Lease shall be defined as three hundred sixty-five (365) days from the Rental Commencement Date.

ARTICLE 3

RENT

3.01 Minimum Rent. Tenant covenants and agrees to pay to Landlord monthly Minimum Rent, which monthly amount shall be the sum of One and no/100 Dollars (\$1.00), which Minimum Rent shall be paid in advance on the first calendar date of each month during the Term. The total remaining amount of rent for the Lease Term may be paid in advance at the Tenant's choosing at any point during the Lease Term.

3.02 Sublease Rent. Pursuant to Article 14 of this Lease, Tenant shall have the right to sublet the Premises during the Lease Term to any Sublessee Tenant sees fit. Landlord further covenants and agrees that the Tenant alone shall have rights to any sublease rent paid to Tenant by Tenant's Sublessee, and Landlord waives any and all rights to any such sublease rents.

3.03 Method of Payment. The term "Rent" as used in this Lease shall mean and include all Minimum Rent payable hereunder. All rent shall be paid to Landlord at Landlord's Address or at such other place or to such other person as Landlord may from time to time direct in writing, or as is otherwise provided herein, in lawful money of the United States of America.

3.04 Net Lease. This is a net lease and the rent and all other sums payable hereunder by Tenant shall be paid without setoff, counterclaim or deduction, except as otherwise expressly provided herein, without abatement or suspension, or by agreement between Landlord and Tenant. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the rent and all other sums payable by Tenant hereunder shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease or by agreement between Landlord and Tenant.

ARTICLE 4

USE OF PREMISES

4.01 Use.

- (a) The Premises shall be occupied and used only for legally permitted uses.
- (b) Tenant or Tenant's Sublessee shall not use or occupy the Premises, or permit the Premises to be used or occupied, in any manner which would violate any applicable law or regulation affecting the same; or cause the value or usefulness of the Premises or any part thereof to diminish; or which would constitute a public or private nuisance or waste.

ARTICLE 5

QUIET ENJOYMENT AND LANDLORD'S RIGHT OF ENTRY

5.01 Quiet Enjoyment. If and so long as Tenant shall pay the rent specified herein and observe and perform all covenants, agreements and obligations required by it to be observed and performed hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease and the mortgages and other matters to which this Lease is subordinate.

5.02 Landlord's Right of Entry. Landlord and its representatives shall have the right to enter the Premises only upon thirty (30) days' notice to the Tenant prior to such entry, and at the address provided for in this Lease for the purpose of inspecting the Premises and enforcing any of the Landlord's rights under this Lease. Any right of entry exercised by Landlord hereunder shall not unreasonably interfere with Tenant's business operations, or any Sublessee of the Tenant, or the Tenant's right of quiet enjoyment of the Premises.

ARTICLE 6
TAXES, ASSESSMENTS AND UTILITIES

6.01 Payment of Taxes, Assessments and Utility Charges. During the Term, Landlord agrees to continue to pay all real estate property taxes and assessments, due and owing with respect to the Premises. Tenant, or Tenant's Sublessee, shall pay: (a) water and sewer rents and charges, and (b) all charges for water, gas, light, heat, air conditioning, ventilation, telephone, electricity, power and other utility and communications services rendered or used on or about the Premises by Tenant or Tenant's Sublessee. Notwithstanding the foregoing provisions of this Section, Tenant shall not be required to pay any franchise, corporate, estate, inheritance, succession, transfer, income, profits or revenue taxes of Landlord.

ARTICLE 7
COMPLIANCE WITH LAWS, TITLE, AND INDEMNITY

7.01 Compliance with Law and Contracts. Landlord shall, at its own expense, comply with and shall cause the Premises to comply with all governmental statutes, law, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use thereof, at any time during the Term.

7.02 Title. The Landlord's title is and always shall be paramount to the title of the Tenant and nothing contained in this Lease shall empower the Tenant to do any act which can, shall or may encumber the title of the Landlord.

7.03. Indemnity.

(a) To the extent allowed by law, Tenant shall indemnify Landlord and save it harmless from suits, actions, damages, liability and expense (including attorneys' fees and expenses of litigation relating thereto and to this indemnity) in connection with loss of life, bodily or personal injury, for property damage, arising from or out of any occurrence in, upon, or at the Premises or the occupancy or use by Tenant of Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, invitees, or licensees;

(b) Tenant shall be responsible or liable to Landlord or to those claiming by, through, or under Tenant for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of person(s) occupying premises which are adjacent, connecting or adjoining to the Premises;

(c) Tenant shall give prompt notice to Landlord of any claims or potential claims that could result in suits, actions or liability or of any instances of fire or accidents in the Premises or of defects therein or in any fixtures or equipment;

ARTICLE 8
MAINTENANCE AND REPAIR OF PREMISES

8.01 Maintenance and Repair. Tenant agrees that it will, to the extent any such item, fixtures, equipment, and/or improvements are placed on the Premises by Tenant, at Tenant's expense, keep and maintain the Premises in good repair and appearance and will promptly make all ordinary and extraordinary changes and repairs of every kind and nature which may be required to be made upon or in connection with the Premises or other improvements or any part thereof in order to keep and maintain the same in good repair and appearance until the expiration or earlier termination of this Lease. Landlord

shall not be required to maintain, repair or rebuild, or to make any alterations, replacements or renewals of any nature or description to the Premises or other improvements or any part thereof, whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen, or to maintain the Premises or other improvements or any part thereof in any way, and Tenant hereby expressly waives, to the fullest extent permitted by law, the right to make repairs at the expense of Landlord, which right may be provided for in any statute or law in effect at the time of the execution and delivery of this Lease or any other statute or law which may hereafter be enacted.

ARTICLE 9

CONDEMNATION

9.01 Award. Subject to the rights of Tenant's lenders, Tenant hereby irrevocably assigns to Landlord any award or payment to which Tenant may be or become entitled by reason of any taking of the Premises or any part thereof, in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or by reason of the temporary requisition of the use or occupancy of the Premises or any part thereof, by any governmental authority, civil or military, whether the same shall be paid or payable in respect to Tenant's leasehold interest hereunder or otherwise. For the purposes of this Lease, all amounts payable pursuant to any agreement with any condemning authority which has been made in settlement of or under threat of any condemnation or other eminent domain proceeding shall be deemed to constitute an award made in such proceeding.

9.02 Condemnation of All or Part of Premises.

(a) In the event of a taking by condemnation or other eminent domain proceedings, pursuant to any law, general or special, of (i) the entire Premises, or (ii) any "substantial portion" of the Premises which is sufficient to render the remaining portion thereof unsuitable for Tenant's continued use or occupancy for Tenant's business, then this Lease shall terminate as of the date possession of the Premises or such substantial portion thereof is so taken, except with respect to obligations and liabilities of Tenant under this Lease, actual or contingent, which have arisen on or prior to such date, upon payment by Tenant of all installments of rent, Additional Rent and other sums due and payable under this Lease to and including such termination date. Tenant expressly acknowledges and agrees that Landlord shall be entitled to any and all awards made or monies paid by any governmental authority in connection with any condemnation or eminent domain proceedings relating to the Premises. As used herein the term "substantial portion" shall mean ninety five percent (95%) or more of the Premises.

(b) If a portion of the Premises shall be taken by condemnation or other eminent domain proceedings pursuant to any law, general or special, which taking is not sufficient to terminate this Lease as provided herein, then this Lease shall continue in full force and effect without abatement or reduction of the rent or other sums payable by Tenant hereunder, notwithstanding such taking.

ARTICLE 10

INSURANCE

10.01 Insurance To Be Provided By Landlord. Landlord shall maintain, during the term of this Lease, at its expense; (a) adequate, comprehensive general property liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises and the adjoining streets, sidewalks and passageways, such insurance to afford protection of not less than \$1,000,000 for combined single limit per occurrence for bodily injury, personal injury or death and not less than \$1,000,000.00 for combined single limit per occurrence for property damage.

10.02 General Insurance Requirements. Each policy of insurance referred to in Section 11.01 shall be issued by companies of which have Best's Rating of "A" or better and are included within Best's Financial Size "Class VIII" or larger in the most current available "Best's Insurance Reports," and are licensed in the State of Georgia. Such policies shall name as the insured parties thereunder Landlord (including its agents and other parties designated by Landlord) and Tenant, as their interests may appear, and shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry. Every policy which Landlord is obligated to carry under the terms of Section 10.01 shall contain an agreement by the insurer that it will not cancel or fail to renew or amend such policy or reduce the coverage thereunder except after thirty (30) days prior written notice to Tenant. On or prior to the Rental Commencement Date, Landlord shall deliver to Tenant certificates of the insurers, evidencing all of the insurance which is required to be maintained by Landlord hereunder together with evidence of the payment of all premiums therefore, and Landlord shall, within thirty (30) days prior to the expiration of any such insurance, deliver other certificates of the insurers evidencing the renewal or replacement of such insurance together with evidence of the payment of all premiums therefor. Should Landlord fail to maintain or renew any insurance provided for in this Section, or to pay the premium therefor, or to deliver to Tenant any of such certificates, then this shall be grounds for default as prescribed in Article 13.

10.03 Waiver of Subrogation. Notwithstanding anything in this Lease to the contrary, neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property or injury to or death of persons occurring on the Premises or in any manner growing out of or connected with Tenant's use and occupation of the Premises or the condition thereof, whether or not caused by the negligence or other fault of Landlord or Tenant or of their respective agents, employees, subtenants, licensees, or assignees; provided, however, that this release shall apply only to the extent that such business interruption, loss or damage to property, or injury to or death of persons is covered by valid and collectible insurance policies, regardless of whether such insurance is payable to or protects Landlord or Tenant or both, to the extent of any recovery collectible under such insurance policies. Landlord and Tenant agree to have all insurance which may be carried by either of them endorsed with a clause providing that any release from liability of or waiver of claim for recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. This release shall be in effect only so long as it is valid in the state where the Premises are located.

10.04. Increase in Insurance Rates. Tenant agrees that it will not, at any time during the Term, do anything in or about the Premises which will in any way increase the insurance rates upon any insurance from time to time carried with respect to the Premises. Upon demand, Tenant agrees to immediately pay to the party carrying such insurance the amount of any increase in premiums for insurance against loss by fire or other casualty that may be charged during the Term resulting from the foregoing or from Tenant doing any act in or about the Premises which increases the insurance rates, whether or not Landlord shall have consented to such act on the part of Tenant.

ARTICLE 11

DAMAGE OR DESTRUCTION

11.01 Casualty. If the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Tenant shall promptly notify Landlord thereof.

ARTICLE 12

SUBLETTING AND ENCUMBRANCE

12.01 Subletting. Tenant shall have the right to sublet the Premises or any portion thereof, without the prior written consent of Landlord, and to any Sublessee the Tenant sees fit to so sublet. No subletting shall relieve Tenant of Tenant's covenants and agreements hereunder. No sublease shall impose any obligations on Landlord or otherwise affect any of the rights of Landlord under this Lease nor shall it affect or reduce any of the obligations of Tenant hereunder, and all such obligations shall continue in full effect as obligations of a principal and not as obligations of a guarantor or surety to the same extent as though no subletting had been made. Tenant shall be entitled to the entire sum of any sublease rent amounts from Tenant's Sublessee. Landlord shall be entitled no such sublease rent, and waives any and all rights to such sublease rent under the terms of this Lease.

12.02 Encumbrance. Neither the Premises, this Lease, nor any other right granted to Tenant hereunder, during the Term shall be mortgaged, pledged or encumbered by Tenant, nor shall Tenant mortgage, pledge or encumber the interest of Tenant in and to any sublease of the Premises or the rentals payable thereunder, without the prior written consent of Landlord, which consent may be granted or withheld in the sole discretion of Landlord, and Tenant shall not allow or permit any transfer of this Lease or any interest hereunder by operation of law.

ARTICLE 13

DEFAULT

13.01 Events of Default. Any of the following occurrences or acts shall constitute an event of default under this Lease:

(a) if Tenant or Tenant's Sublessee, at any time during the Term, shall fail to cure, immediately after notice from Landlord, any hazardous condition which Tenant has created or suffered in violation of law or this Lease, within a period of thirty (30) business days after delivery by Landlord of written notice to Tenant;

(b) if either Tenant or Landlord or fail to observe or perform any term, condition, covenant, or provision hereof for thirty (30) days after the complaining party shall have delivered to the violating party written notice of such failure; or

(c) if Landlord fails to maintain adequate property insurance as provided in Article 10 of this Lease, or if Landlord otherwise violates any provision of Article 11.

13.02 Right to Terminate. If an event of default shall have occurred, the complaining party shall have the right at its election, then or at any time thereafter, to give the violating party written notice of its election to terminate this Lease on a date specified in such notice. Upon the giving of such notice, this Lease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date hereinbefore fixed for the expiration of the Term, and all rights of the violating party hereunder shall expire and terminate, and either party (Landlord or Tenant) shall remain liable only as hereinafter provided. In the event of either party's default, the complaining party shall be entitled to the remedies contained herein 13.02, and, Landlord specifically may also retain all rents paid hereunder.

13.03 Landlord's Right to Cure. Landlord may, but shall not be obligated to, cure any default by Tenant after complying with the notice provisions herein set forth.

13.04 Notice and Opportunity to Cure. Notwithstanding anything to the contrary contained in this Lease, in the event of Tenant's default, Landlord shall give written notice of such default, and Tenant shall be allowed no less five (5) business days to cure same, failing which Landlord may invoke all remedies set forth in this Lease.

ARTICLE 14

SURRENDER

14.01 Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall peaceably leave and surrender the Premises to Landlord in the condition in which the Premises are required to be maintained by the terms of this Lease, absent any agreement between the Tenant and Landlord to extend this Lease or a new lease agreement.

ARTICLE 15

GENERAL PROVISIONS

15.01 Successors. All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

15.02 Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given if personally served or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to Tenant at Tenant's Address or Landlord at Landlord's Address as the case may be, and such notice so mailed shall be deemed to have been delivered on the second business day following deposit in the mails. Landlord and Tenant shall each have the right from time to time to specify as its address for purposes of this Lease any other address in the United States of America upon thirty (30) days' notice thereof, similarly given, to the other party.

15.03 No Offer. The submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant.

15.04 Headings and Captions. The headings and captions contained in this Lease are inserted for convenience of reference only, and are not to be deemed part of or to be used in construing this Lease.

15.05 Partial Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, it is the intention of the parties that the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

15.06 Survival. Any provision of this Lease which obligates the Landlord or the Tenant to pay an amount or perform an obligation before the commencement of the Term or after the expiration of the Term shall be binding and enforceable notwithstanding that payment or performance is not within the Term, and the same shall survive.

15.07 Time of Essence. Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

15.08 Entire Agreement. This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant concerning the

Premises except those herein set forth. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

15.09 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Georgia. Venue for any proceeding arising hereunder shall be in Clayton County, Georgia.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

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

LANDLORD:

FOREST PARK DEVELOPMENT
AUTHORITY

By: _____
Name: LOIS WRIGHT
Title: CHAIRWOMAN, FOREST PARK
DEVELOPMENT AUTHORITY

Attest:

Name: _____
Title: _____

TENANT:
CITY OF FOREST PARK

By: _____
Name: DAVID LOCKHART
Title: MAYOR, CITY OF FOREST PARK

Attest:

Name: _____
Title: _____

STATE OF GEORGIA

CITY OF FOREST PARK

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF FOREST PARK, GEORGIA, TO EXECUTE A SUBLEASE AGREEMENT WITH GEORGIA RADIO MUSIC HALL OF FAME.

WHEREAS, the governing body of the City of Forest Park, Georgia ("City") is the Mayor and Council thereof; and

WHEREAS, the governing body desires to sublease the facilities leased by the City, located at 696 Main Street, Forest Park, Georgia 30297; and

WHEREAS, the governing body finds that it is in the best interest of the City to sublet the facilities to the Georgia Radio Music Hall of Fame to promote the general welfare of the City; and

WHEREAS, attached hereto as Exhibit "A" is a copy of the proposed Sublease Agreement between the City and the Georgia Radio Music Hall of Fame; and

WHEREAS, the governing body desires to authorize the City to take such necessary acts, including the Mayor's execution of the proposed Sublease Agreement with the Georgia Radio Music Hall of Fame, to sublet the facilities located at 696 Main Street, Forest Park, Georgia 30297.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FOREST PARK, GEORGIA, as follows:

BE IT RESOLVED, the governing body of the City of Forest Park hereby resolves that the City shall enter into the Sublease Agreement attached hereto as Exhibit "A" and that the Mayor of the City of Forest Park shall have the authority to execute said agreement.

SO RESOLVED this _____ day of _____, 2016.

CITY OF FOREST PARK, GEORGIA:

DAVID N. LOCKHART, MAYOR

TOMMY SMITH, MAYOR PRO-TEM
COUNCILMEMBER (WARD ONE)

DABOUZE ANTOINE
COUNCILMEMBER (WARD TWO)

SANDRA BAGLEY
COUNCILMEMBER (WARD THREE)

LATRESA WELLS
COUNCILMEMBER (WARD FOUR)

ALLAN MEARS
COUNCILMEMBER (WARD FIVE)

ATTEST:

Mike Blandenburg, City Clerk

APPROVED AS TO FORM BY:

City Attorney

EXHIBIT A

[See attached]

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is made and entered into by and between Sublessor and Sublessee as of the ____ day of _____, 2017.

ARTICLE 1

DEFINED TERMS

When used herein the following terms shall have the respective meanings set forth.

1.01 "Sublease." This Sublease, including Exhibit "A" attached hereto and incorporated herein and made a part hereof by this reference:

1.02 "Sublessor." City of Forest Park.

1.03 "Sublessor's Address." 745 Forest Parkway, Forest Park, GA 30297.

1.04 "Rental Payment Place." Sublessor's Address, Attn: Al Wiggins, City Manager

1.05 "Sublessee." Georgia Radio Music Hall of Fame.

1.06 "Sublessee's Address." 696 Main Street, Forest Park, Georgia 30297.

1.07 "Rental Commencement Date." Thirty (30) days from the date of Sublessee's occupancy.

1.08 "Premises." The Premises will consist of the second floor of the building location on the property at the physical address 696 Main Street, Forest Park, Georgia 30297.

1.09 "Landlord." Forest Park Development Authority.

ARTICLE 2

GRANT, TERM, RENEWAL, AND TERMINATION

2.01 Grant. In consideration of the rents herein agreed to be paid and of the covenants and agreements herein made by the respective parties hereto, Sublessor demises and Subleases to Sublessee and Sublessee hereby Subleases from Sublessor the Premises, upon the terms and conditions herein provided, subject to the terms and conditions of this Sublease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Sublessor.

2.02 Term. The terms of this Sublease shall commence on the ____ day of January, 2017, and shall be for twelve (12) calendar months, ceasing on December 31, 2017. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the Sublessor at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed following the process outlined below in 2.03.

2.03 Renewal. This agreement will automatically renew for an additional one (1) year term on January 1, 2018, provided that the Sublessor is allowed to prevent such automatic renewal by written notice to Sublessee within thirty (30) days prior to the date of expiration.

2.04 Termination. In the event the Sublessor determines that continuation of this agreement is no longer convenient or otherwise beneficial to the Sublessor, the Sublessor shall be allowed to withdraw from this agreement upon written notice to Sublessee. Such notice shall be provided to Sublessee at least thirty (30) days prior to the Sublessor withdrawing from this agreement.

ARTICLE 3

RENT

3.01 Minimum Rent. Sublessee covenants and agrees to pay to Sublessor monthly Minimum Rent, which monthly amount shall be the sum of One and no/100 Dollars (\$1.00), which Minimum Rent shall be paid in advance on the first calendar date of each month during the Term. The total remaining amount of rent for the Sublease Term may be paid in advance at the Sublessee's choosing at any point during the Sublease Term.

3.02 Sublease Rent. Pursuant to Article 14 of this Sublease, Sublessee shall have the right to sublet the Premises during the Sublease Term to any Sublessor Sublessee sees fit. Sublessor further covenants and agrees that the Sublessee alone shall have rights to any Sublease rent paid to Sublessee by Sublessee's Sublessor, and Sublessor waives any and all rights to any such Sublease rents.

3.03 Method of Payment. The term "Rent" as used in this Sublease shall mean and include all Minimum Rent payable hereunder. All rent shall be paid to Sublessor at Sublessor's Address or at such other place or to such other person as Sublessor may from time to time direct in writing, or as is otherwise provided herein, in lawful money of the United States of America.

3.04 Net Sublease. This is a net Sublease and the rent and all other sums payable hereunder by Sublessee shall be paid without setoff, counterclaim or deduction, except as otherwise expressly provided herein, without abatement or suspension, or by agreement between Sublessor and Sublessee. It is the intention of the parties hereto that the obligations of Sublessee hereunder shall be separate and independent covenants and agreements, that the rent and all other sums payable by Sublessee hereunder shall continue to be payable in all events and that the obligations of Sublessee hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Sublease or by agreement between Sublessor and Sublessee.

ARTICLE 4

USE OF PREMISES AND SUBLESSEE DUTIES

4.01 Use.

(a) The Premises shall be occupied, used, and operated by the Sublessee as the Georgia Radio Music Hall of Fame, for exhibition, display, and presentation of items and information relating to the musical and radio history of the State of Georgia.

(b) Sublessee agrees to conduct Sublessee's business at all times in a first-class, high-grade manner consistent with reputable business standards and practices in good faith.

(c) Sublessee shall not use or occupy the Premises, or permit the Premises to be used or occupied, in any manner which would violate any applicable law or regulation affecting the same; or cause the value or usefulness of the Premises or any part thereof to diminish; or which would constitute a public or private nuisance or waste. Sublessor acknowledges that the uses described in 4.01(a) are not in violation of this Article.

4.02 Sublessee Duties. Further, the Sublessee will operate for the Sublessor the first floor of the building wherein the Premises is located as an event space. Sublessee will be responsible for taking reservations and booking events in the building, as well as ensuring the building event space is accessible to customers on the date of their event. The Sublessee will also collect, maintain, and deliver to the Sublessor fees from patrons reserving the event space.

ARTICLE 5

QUIET ENJOYMENT AND SUBLESSOR'S RIGHT OF ENTRY

5.01 Quiet Enjoyment. If and so long as Sublessee shall pay the rent specified herein and observe and perform all covenants, agreements and obligations required by it to be observed and performed hereunder, Sublessee shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Sublessor or any other person or persons lawfully or equitably claiming by, through or under Sublessor, subject, nevertheless, to the terms and conditions of this Sublease and the mortgages and other matters to which this Sublease is subordinate.

5.02 Sublessor's Right of Entry. Sublessor and its representatives shall have the right to enter the Premises at any reasonable time for the purpose of inspecting the Premises and enforcing any of the Sublessor's rights under this Sublease. Any right of entry exercised by Sublessor hereunder shall not unreasonably interfere with Sublessee's business operations or Sublessee's right of quiet enjoyment of the Premises.

ARTICLE 6

UTILITIES

6.01 Payment of Utility Charges. During the Term, Sublessee agrees to pay: (a) water and sewer rents and charges and (b) all charges for water, gas, light, heat, air conditioning, ventilation, telephone, electricity, power and other utility and communications services rendered or used on or about the Premises by Sublessee.

ARTICLE 7

COMPLIANCE WITH LAWS, TITLE, AND INDEMNITY

7.01 Compliance with Law and Contracts. Sublessee shall, at its own expense, comply with and shall cause the Premises to comply with all governmental statutes, law, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use thereof, at any time during the Term.

7.02 Title. The Landlord's title is and always shall be paramount to the title of the Sublessee and Sublessor. Sublessor's title shall likewise always be paramount to Sublessee's title and nothing contained in this Sublease shall empower the Sublessee to do any act which can, shall or may encumber the title of the Sublessor or Landlord.

7.03. Indemnity.

(a) Sublessee shall indemnify Sublessor and Landlord and save them harmless from suits, actions, damages, liability and expense (including attorneys' fees and expenses of litigation relating thereto and to this indemnity) in connection with loss of life, bodily or personal injury, for property damage, arising from or out of any occurrence in, upon, or at the Premises or the occupancy or use by Sublessee of Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, invitees, or licensees;

(b) Sublessee shall be responsible or liable to Sublessor, or Landlord, or to those claiming by, through, or under Sublessee for any loss or damage to either the person or property of Sublessee that may be occasioned by or through the acts or omissions of person(s) occupying premises which are adjacent, connecting or adjoining to the Premises;

(c) Sublessee shall give prompt notice to Sublessor of any claims or potential claims that could result in suits, actions or liability or of any instances of fire or accidents in the Premises or of defects therein or in any fixtures or equipment.

ARTICLE 8

MAINTENANCE AND REPAIR OF PREMISES

8.01 Maintenance and Repair. Sublessee agrees that it will, to the extent any such item, fixtures, equipment, and/or improvements are placed on the Premises by Sublessee, at Sublessee's expense, keep and maintain the Premises in good repair and appearance and will promptly make all ordinary and extraordinary changes and repairs of every kind and nature which may be required to be made upon or in connection with the Premises or other improvements or any part thereof in order to keep and maintain the same in good repair and appearance until the expiration or earlier termination of this Sublease. Sublessor shall not be required to maintain, repair or rebuild, or to make any alterations, replacements or renewals of any nature or description to the Premises or other improvements or any part thereof, whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen, or to maintain the Premises or other improvements or any part thereof in any way, and Sublessee hereby expressly waives, to the fullest extent permitted by law, the right to make repairs at the expense of Sublessor or Landlord, which right may be provided for in any statute or law in effect at the time of the execution and delivery of this Sublease or any other statute or law which may hereafter be enacted.

ARTICLE 9

FIXTURES, SIGNS AND ALTERATIONS

9.01 Fixtures. All moveable furnishings, equipment, fixtures and improvements owned and used by Sublessee in the Premises shall at all times during the Term be and remain the property of the Sublessee without regard to the means by which they are installed in or attached to the Premises. Upon expiration or earlier termination of this Sublease, Sublessee shall remove all such moveable furnishings and restore the Premises as provided in Section 15.01, provided that Sublessee shall not remove any fixtures, improvements, equipment, or conduits providing water, plumbing, electrical, heating, ventilation, air conditioning, lighting and sewer service to the Premises, all of which, together with any other furnishings, fixtures, improvements and equipment not removed by Sublessee as provided above, shall become the property of Sublessor upon expiration of the Term or termination of Sublessee's right to possession of the Premises pursuant to Article 15 and shall be conclusively presumed to have been conveyed by Sublessee to Sublessor under this Sublease as a bill of sale without further payment or credit by Sublessor to Sublessee.

9.02 Signs. To the extent otherwise allowed by law, Sublessee shall have the right to place signs and advertisements upon the Premises. All signage shall be of such size, style and appearance as may be reasonably approved by Sublessor and shall be designed and erected in compliance with applicable law.

ARTICLE 10

CONDEMNATION

10.01 Award. Subject to the rights of Sublessee's lenders, Sublessee hereby irrevocably assigns to Sublessor any award or payment to which Sublessee may be or become entitled by reason of any taking of the Premises or any part thereof, in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or by reason of the temporary requisition of the use or occupancy of the Premises or any part thereof, by any governmental authority, civil or military, whether the same shall be paid or payable in respect to Sublessee's Subleasehold interest hereunder or otherwise. For the purposes of this Sublease, all amounts payable pursuant to any agreement with any condemning authority which has been made in settlement of or under threat of any condemnation or other eminent domain proceeding

shall be deemed to constitute an award made in such proceeding.

10.02 Condemnation of All or Part of Premises.

(a) In the event of a taking by condemnation or other eminent domain proceedings, pursuant to any law, general or special, of (i) the entire Premises, or (ii) any "substantial portion" of the Premises which is sufficient to render the remaining portion thereof unsuitable for Sublessee's continued use or occupancy for Sublessee's business, then this Sublease shall terminate as of the date possession of the Premises or such substantial portion thereof is so taken, except with respect to obligations and liabilities of Sublessee under this Sublease, actual or contingent, which have arisen on or prior to such date, upon payment by Sublessee of all installments of rent, and other sums due and payable under this Sublease to and including such termination date. Sublessee expressly acknowledges and agrees that Sublessor shall be entitled to any all awards made or monies paid by any governmental authority in connection with any condemnation or eminent domain proceedings relating to the Premises. As used herein the term "substantial portion" shall mean ninety-five percent (95%) or more of the Premises.

(b) If a portion of the Premises shall be taken by condemnation or other eminent domain proceedings pursuant to any law, general or special, which taking is not sufficient to terminate this Sublease as provided herein, then this Sublease shall continue in full force and effect without abatement or reduction of the rent or other sums payable by Sublessee hereunder, notwithstanding such taking.

ARTICLE 11

INSURANCE

11.01 Insurance to be Provided by Sublessee. Sublessee shall maintain, during the term of this Sublease, at its expense; (a) comprehensive general public liability insurance (including contractual liability) against claims for bodily injury, death or property damage occurring on, in or about the Premises and the adjoining streets, sidewalks and passageways, such insurance to afford protection of not less than \$1,000,000 for combined single limit per occurrence for bodily injury, personal injury or death and not less than \$1,000,000.00 for combined single limit per occurrence for property damage; (b) worker's compensation insurance in amounts required by applicable law or statute covering all persons employed in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against Sublessor, Sublessee or the Premises; (c) such other adequate insurance on any items, artifacts, or objects which will be displayed, stored or otherwise kept on the Premises, and (d) such other insurance on the Premises in such amounts and against such other insurable hazards which at the time are commonly obtained in the case of property use similar to the activities to be conducted on the Premises hereunder.

11.02 General Insurance Requirements. Each policy of insurance referred to in Section 11.01 shall be issued by companies which have Best's Rating of "A" or better and are included within Best's Financial Size "Class VIII" or larger in the most current available "Best's Insurance Reports," and are licensed in the State of Georgia. Such policies shall name as the insured parties thereunder Landlord, Sublessor (including its agents and other parties designated by Sublessor), and Sublessee, as their interests may appear (excluding any policies for museum items and artifacts), and shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry. Every policy which Sublessee is obligated to carry under the terms of Section 11.01 shall contain an agreement by the insurer that it will not cancel or fail to renew or amend such policy or reduce the coverage thereunder except after thirty (30) days prior written notice to Sublessor and that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of Sublessee which might, absent such agreement, result in a forfeiture of all or a part of such insurance payment and notwithstanding (a) the occupation or use of the Premises for purposes more hazardous than permitted by

the terms of such policy, (b) any foreclosure or other action or proceeding taken by any mortgagee of the Premises, or (c) any change in title or ownership of the Premises. On or prior to the Rental Commencement Date, Sublessee shall deliver to Sublessor certificates of the insurers, evidencing all of the insurance which is required to be maintained by Sublessee hereunder together with evidence of the payment of all premiums therefor, and Sublessee shall, within thirty (30) days prior to the expiration of any such insurance, deliver other certificates of the insurers evidencing the renewal or replacement of such insurance together with evidence of the payment of all premiums therefor. Should Sublessee fail to maintain or renew any insurance provided for in this Section, or to pay the premium therefor, or to deliver to Sublessor any of such certificates, then and in any of said events, Sublessor, at its option, but without obligation to do so, such failure shall be grounds for Default as provided in Article 14.

11.03 Waiver of Subrogation. Notwithstanding anything in this Sublease to the contrary, neither Sublessor nor Sublessee shall be liable to the other for any business interruption or any loss or damage to property or injury to or death of persons occurring on the Premises or in any manner growing out of or connected with Sublessee's use and occupation of the Premises or the condition thereof, whether or not caused by the negligence or other fault of Sublessor or Sublessee or of their respective agents, employees, licensees, or assignees; provided, however, that this release shall apply only to the extent that such business interruption, loss or damage to property, or injury to or death of persons is covered by valid and collectible insurance policies, regardless of whether such insurance is payable to or protects Sublessor or Sublessee or both, to the extent of any recovery collectible under such insurance policies. Sublessor and Sublessee agree to have all insurance which may be carried by either of them endorsed with a clause providing that any release from liability of or waiver of claim for recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. This release shall be in effect only so long as it is valid in the state where the Premises are located.

11.04. Increase in Insurance Rates. Sublessee agrees that it will not, at any time during the Term, do anything in or about the Premises which will in any way increase the insurance rates upon any insurance from time to time carried with respect to the Premises. Upon demand, Sublessee agrees to immediately pay to the party carrying such insurance the amount of any increase in premiums for insurance against loss by fire or other casualty that may be charged during the Term resulting from the foregoing or from Sublessee doing any act in or about the Premises which increases the insurance rates, whether or not Sublessor shall have consented to such act on the part of Sublessee.

ARTICLE 12

DAMAGE OR DESTRUCTION

12.01 Casualty. If the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Sublessee shall promptly notify Sublessor thereof. Sublessee shall have the obligation to rebuild, replace and repair any damage or destruction to the improvements located at the Premises.

ARTICLE 13

ASSIGNMENT, LICENSING, AND SUBLETTING

13.01 Assignment, Licensing and Subletting. Sublessee shall not assign this Sublease or any interest therein, or license or sublet the Premises or any portion thereof.

ARTICLE 14

DEFAULT

14.01 Events of Default. Any of the following occurrences or acts shall constitute an event of default under this Lease:

(a) if Tenant or Tenant's Sublessor, at any time during the Term, shall fail to cure, immediately after notice from Landlord, any hazardous condition which Tenant has created or suffered in violation of law or this Lease, within a period of thirty (30) business days after delivery by Landlord of written notice to Tenant;

(b) if either Tenant or Landlord or fail to observe or perform any term, condition, covenant, or provision hereof for thirty (30) days after the complaining party shall have delivered to the violating party written notice of such failure; or

(c) if Landlord fails to maintain adequate property insurance as provided in Article 11 of this Lease, or if Landlord otherwise violates any provision of Articles 12 or 13.

(d) to the full extent permissible under the Bankruptcy Reform Act of 1978, or any successor thereto, (i) if Sublessee or any Guarantor shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal or state bankruptcy law or under any similar federal or state law, or shall be adjudicated bankrupt or insolvent or shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the adjudication of Sublessee or any Guarantor as a bankrupt or its reorganization under any present or future federal or state bankruptcy law or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within thirty (30) days after the filing thereof; or (ii) if a receiver, trustee or liquidator of Sublessee or any Guarantor or of all or substantially all of the assets of Sublessee or any Guarantor or of the Premises or any portion thereof shall be appointed in any proceeding brought by or against Sublessee or any Guarantor and shall not be discharged within thirty (30) days after such appointment, or if Sublessee or any Guarantor shall consent to or acquiesce in such appointment.

14.02 Right to Terminate. If an event of default shall have occurred, Sublessor shall have the right at its election, then or at any time thereafter, to give Sublessee written notice of Sublessor's election to terminate this Sublease on a date specified in such notice. Upon the giving of such notice, this Sublease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date hereinbefore fixed for the expiration of the Term, and all rights of Sublessee hereunder shall expire and terminate, but Sublessee shall remain liable only as hereinafter provided.

14.03 Right of Re-Entry. If any event of default shall have occurred, Sublessor shall have the immediate right, whether or not this Sublease shall have been terminated pursuant to Section 14.02, to re-enter and repossess the Premises or any part thereof by force, summary proceedings, ejectment or otherwise and the right to remove all persons and property therefrom. Sublessor shall be under no liability for or by reason of any such entry, repossession or removal. Such re-entry or taking of possession of the Premises by Sublessor shall be construed as an election to terminate this Sublease.

14.04 Sublessee's Liability. In the event of Sublessee's default, Sublessor shall be entitled to the remedies contained in 14.02 and 14.03 and, Sublessor may also: (a) retain all rents paid hereunder (b) pursue any and all legal remedies available to Sublessor against Sublessee under law.

14.05 Rights Cumulative, Non-Waiver. No right or remedy herein conferred upon or reserved to Sublessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. The failure of Sublessor to insist at any time upon the

strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Sublease shall not be construed as a waiver or relinquishment thereof for the future. The receipt by Sublessor of any rent or any other sum payable hereunder with knowledge of the breach of any covenant or agreement contained in this Sublease shall not be deemed a waiver of such breach, and no waiver by Sublessor of any provision of this Sublease shall be deemed to have been made unless expressed in writing and signed by Sublessor. In addition to the other remedies provided in this Sublease, Sublessor shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Sublease, or to a decree compelling performance of this Sublease, or to any other remedy allowed to Sublessor at law or in equity.

14.06 Legal Expenses. In the event Sublessee shall be in default in the performance of any of its obligations under this Sublease, and an action shall be brought for the enforcement thereof in which it shall be determined that Sublessee was in default, Sublessee shall pay to the Sublessor all reasonable attorney's fees and litigation expense incurred or paid by it in connection therewith. In the event Sublessor shall, without fault on its part, be made a party to any litigation commenced against Sublessee, and if Sublessee, at its expense, shall fail to provide Sublessor with counsel approved by Sublessor, Sublessee shall pay as all costs and reasonable attorney's fees incurred or paid by Sublessor in connection with such litigation.

14.07 Sublessor's Right to Cure. Sublessor may, but shall not be obligated to, cure any default by Sublessee after complying with the notice provisions herein set forth, and whenever Sublessor so elects, all costs and expenses paid or incurred by Sublessor in curing such default, including without limitation reasonable attorney's fees.

14.08 Notice and Opportunity to Cure. Notwithstanding anything to the contrary contained in this Sublease, in the event of Sublessee's default, Sublessor shall give written notice of such default, and Sublessee shall be allowed no less than five (5) business days to cure same, failing which Sublessor may invoke all remedies set forth in this Sublease.

ARTICLE 15

SURRENDER AND HOLDOVER

15.01 Surrender. Upon the expiration or earlier termination of this Sublease's Term, or upon the end or early termination of the term of renewal, Sublessee shall peaceably leave and surrender the Premises to Sublessor in the condition in which the Premises are required to be maintained by the terms of this Sublease. Sublessee shall, at its expense, remove from the Premises on or prior to such expiration any trailers, portable furnishings, and portable equipment situated thereon (including all exterior and interior signs) which are not the property of Sublessor as provided in Section 9.01, and Sublessee shall, at its expense, on or prior to such expiration or earlier termination, repair any damage caused by such removal. Any property not so removed shall become the property of Sublessor, and Sublessor may thereafter cause such property to be removed from the Premises and disposed of, but the cost of any such removal and disposition and the cost of repairing any damage caused by such removal shall be borne by Sublessee.

15.02 Holdover. Should the Sublessee hold over in possession at the expiration of the Term or upon the expiration of the term of renewal, such holding over shall not be deemed to extend the Term or renew this Sublease Term or term of renewal, and such holding over shall be an unlawful detainer and such parties shall be subject to immediate eviction and removal.

ARTICLE 16

RIGHT OF SUBLESSOR TO SUBLET

16.01 Right to Sublet. Sublessor states that it has the right to sublet the Premises pursuant to Article 12 of the Master Lease between Sublessor and Landlord. A copy of the Master Lease is hereto attached as Exhibit "A".

ARTICLE 17

GENERAL PROVISIONS

17.01 Successors. All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

17.02 Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Sublease shall be in writing and shall be deemed to have been properly given if personally served or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the Sublessor at Sublessor's Address or the Sublessee at Sublessee's Address as the case may be, and such notice so mailed shall be deemed to have been delivered on the second business day following deposit in the mails. Sublessor and Sublessee shall each have the right from time to time to specify as its address for purposes of this Lease any other address in the United States of America upon thirty (30) days' notice thereof, similarly given, to the other party.

17.03 No Offer. The submission of this Sublease for examination does not constitute an offer to enter into a lease, and this Sublease shall become effective only upon execution and delivery hereof by Sublessor and Sublessee.

17.04 Headings and Captions. The headings and captions contained in this Lease are inserted for convenience of reference only, and are not to be deemed part of or to be used in construing this Lease.

17.05 Partial Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, it is the intention of the parties that the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

17.06 Survival. Any provision of this Lease which obligates the Landlord or the Tenant to pay an amount or perform an obligation before the commencement of the Term or after the expiration of the Term shall be binding and enforceable notwithstanding that payment or performance is not within the Term, and the same shall survive.

17.07 Time of Essence. Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

17.08 Entire Agreement. This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant concerning the Premises except those herein set forth. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

17.09 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Georgia. Venue for any proceeding arising hereunder shall be in Clayton County, Georgia.

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

SUBLESSOR:

CITY OF FOREST PARK

By: _____
Name: DAVID LOCKHART
Title: MAYOR, CITY OF FOREST PARK

Attest:

Name: _____
Title: _____

SUBLESSEE:

GEORGIA RADIO MUSIC HALL OF FAME

By: _____
Name: _____
Title: _____

Attest:

Name: _____
Title: _____

EXHIBIT "A" TO SUBLEASE