



June 9, 2022

9:00 AM

**Douglas County Economic Development Authority
8512 Bowden Street**

- I. Call to Order
 - II. Roll Call
 - III. Reading and approval of the minutes from the previous meeting
 - IV. Budget Report
 - V. New Business
- Adopt a Joint Agreement Concerning Economic Development Between the City and County Development Authority's, July 1, 2022-June 30, 2023.
- VI. Other Business
 - VII. Project Updates
 - VIII. Set Date of Next Meeting—July 14, 2022
 - IX. Adjournment

DEVELOPMENT AUTHORITY OF THE CITY OF DOUGLASVILLE, GEORGIA
MINUTES OF THE REGULARLY CALLED MEETING
April 14, 2022 — 9AM

Douglas County Economic Development Authority
8512 Bowden Street

- Call to Order:** Chair Choo called the meeting to order at 9:04 am.
- Roll Call:** Conducted by Chelsea Jackson
- Members Present:** Chairman Leslie Choo, Vice Chair Scott Powers Phil Sisk, Jeff Camp, John Williams, Don Watts, Cathy Smith-Curry
- Staff Present:** Chelsea Jackson
- Others Present:** Wilhelm Ziegler, Arnall Golden Gregory, LLP, Authority Attorney
Chris Pumphrey, Elevate Douglas Economic Partnership
Breezy Straton, Elevate Douglas Economic Partnership
Maggie Scoggins, Elevate Douglas Economic Partnership
Aaron Szarowicz, City of Douglasville
Alesha Mann, City of Douglasville
John Gornall, Arnall Golden Gregory, LLP, Authority Attorney (via Telephone conference)

Adoption of Minutes

Ms. Smith-Curry made a motion to approve the minutes from March 10, 2022 meeting; Mr. Williams seconded the motion. All members present voted in favor of the motion. The motion was approved.

Budget Report

Ms. Jackson was present and reviewed the March 2022 budget.

New Business

-Discussion, review and consideration of a Resolution (i) accepting Project KIS' application under the City of Douglasville's 2020 Tax Savings Plan, subject to further action of the Mayor and Council of the City of Douglasville, and (ii) authorizing the execution and delivery to Project KIS of a Revised Inducement Agreement in substantially the form attached to the Resolution.

Ms. Smith-Curry made a motion to approve the execution of the resolution; Mr. Powers seconded the motion. All members present voted in favor of the motion. The motion was approved.

-Approval of the Fiscal Year 2023 Development Authority Budget.

Mr. Powers made a motion to approve the FY 2023 Budget; Mr. Sisk seconded the motion. All members present voted in favor of the motion. The motion was approved.

Other Business

None.

Project Updates

Mr. Pumphrey and Mrs. Straton were both present to provide project updates.

Set Date of Next Meeting

The next meeting is set for Thursday, May 12, 2022 unless cancelled, and will be held at the Douglas County Economic Development Authority Office.

Adjournment

Mr. Watts made a motion to adjourn the meeting; Mr. Sisk seconded the motion. All members present voted in favor of the motion. The meeting was adjourned at 9:56am.

Leslie Choo, Chairman
Development Authority of the City of
Douglasville, Georgia

Chelsea Jackson, Secretary/Treasurer
Development Authority of the City of
Douglasville, Georgia

JOINT AGREEMENT CONCERNING
ECONOMIC DEVELOPMENT
(2022 – 2023)

THIS AGREEMENT (“Agreement”), made and entered into effective the 1st day of July, 2022, between the DEVELOPMENT AUTHORITY OF DOUGLAS COUNTY (the “Authority”) and the DEVELOPMENT AUTHORITY OF THE CITY OF DOUGLASVILLE, GEORGIA (“DACD”).

WHEREAS, the Authority and DACD each exist in part for the purpose of promoting industry, commerce, trade, tourism, and employment opportunities, and for the further purpose of promoting the general welfare of the State of Georgia and the people of the City of Douglasville and Douglas County;

WHEREAS, the parties hereto desire to enter into an agreement for the purpose of jointly pursuing economic development opportunities in the City of Douglasville and Douglas County;

WHEREAS, the parties hereto desire to define their respective rights and obligations with respect to this undertaking; and

WHEREAS, each of the parties have determined that their participation in this Agreement is in the best interests of the people of the City of Douglasville and Douglas County.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1.

COMMITMENTS OF SERVICES

1.1 The Authority staff shall perform the following services on behalf of the parties to this Agreement:

a. Serving as a single point of contact for economic development with state economic developers, regional partners, real estate developers, brokers, and consultants.

b. Managing the daily activities of economic development for the Authority and DACD, including but not limited to the following activities:

1. Business development, recruitment, retention, and expansion;

2. Project management, including, where appropriate, working with developers, planning departments, and regional and statewide partners.

3. Marketing, including the development of external and internal marketing materials, event planning, research, and public relations.

4. Financial development tools, including tax credit programs, opportunity zones, new market tax credits, redevelopment programs, grants, bond financing, and loan funds.

5. Promoting and supporting the film industry in its activities in the jurisdictions of the parties to this Agreement.

c. Marketing and promoting the City of Douglasville and Douglas County to targeted industries.

d. Developing, implementing, and executing a strategic plan for economic development for the parties to this Agreement which reflect and support the long range planning goals for the Authority and DACD.

e. Identifying development opportunities for the Authority and DACD that are consistent with the comprehensive development plans of each party.

f. Developing, implementing, and executing a business retention program for the Authority and DACD.

g. Assisting in the site selection process by developing, maintaining, regularly updating, and hosting a comprehensive database of sites and buildings in each of the jurisdictions that are party to this Agreement.

h. Providing advice and counsel to elected officials and staff of each of the parties concerning policies which are conducive to and consistent with their economic development goals.

1.2 The Authority will provide the DACD methodologies for the development and implementation of economic incentive arrangements, including ad valorem property tax abatements, which are customary in the field of economic development in this region and which will encourage target industries to locate in their respective jurisdictions.

1.3 The Authority will provide DACD current information concerning state and federal economic incentives which may be available for target industries considering locating in their respective jurisdictions.

1.4 The Authority will provide DACD information regarding zoning and land use considerations which support and are consistent with the comprehensive development plans of each party.

1.5 The Authority will make the Executive Director of the Authority available to meet with DACD for the purpose of providing a report of current economic development activities in that jurisdiction. An annual report which summaries all economic development activities for the preceding year will also be provided.

1.6 The Economic Development Office of the Authority will promote an initiative which encourages the Board of Education to adopt workforce ready curriculum and opportunities for students.

2.

STRUCTURE OF AUTHORITY STAFF

2.1 The Authority shall utilize the office at 8512 Bowdon Street, Douglasville, Georgia.

2.2 The activities of the Authority's staff shall be overseen by the Board of Directors of the Development Authority of Douglas County.

2.3 The Board of Directors of the Authority shall hire a staff capable of completing the duties outlined in this Agreement.

2.4 Salaries and benefits of each employee of the Authority shall be determined by the Board of Directors of the Authority.

3.

TERM

3.1 This Agreement shall remain in effect for a period of one year, beginning on the 1st day of July, 2022, and terminating on the 30th day of June, 2023.

3.2 This Agreement may be continued for successive terms as shall be determined by the parties hereto.

4.

COMMITMENTS

4.1 Funding for the services described in this Agreement will be provided based on the following annual commitment of \$100,000 by DACD:

4.2 The aforesaid funding commitment of the DACD shall be paid as follows:

a. One-fourth on July 1, 2021.

b. One-fourth on the first business day October, 2021, one-fourth on the first business day of January, 2022, and one-fourth on the first business day of April, 2022.

4.3 DACD agrees to provide a principal point of contact for communication with the Authority staff.

4.4 DACD agrees that it will provide a point of contact for building permit, planning, and zoning matters.

4.5 DACD agrees that one-half of any bond issuer fees received by DACD in conjunction with a property tax abatement incentive for a project in its jurisdiction shall

be paid to the Authority. DACD also agrees that its bond issuer fee schedule during the terms of this Agreement shall be as follows:

- (a) 1/4th of 1% of the first \$100 million of any bond principal amount,
- (b) 1/8th of 1% of the bond principal amount between \$100 million and \$200 million, and
- (c) 1/16th of 1% of the bond principal amount in excess of \$200 million.

4.6 The DACD and the Authority agree that the DACD will issue bonds using bond counsel of its choice in conjunction with a property tax abatement incentive for projects located in the City of Douglasville, and the Authority will issue bonds using bond counsel of its choice in conjunction with a property tax abatement incentive for projects located in Douglas County, but not within the City of Douglasville.

5.

MISCELLANEOUS

5.1 This Agreement shall be deemed to be an Intergovernmental Agreement adopted pursuant to the provisions of Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia, and at no point shall this contract exceed a duration of fifty (50) years.

5.2 Each party represents that this Agreement has been approved by its representative entity at a public meeting held for this purpose.

5.3 This Agreement shall be construed under the laws of the State of Georgia.

5.4 Any notice required or permitted to be given by the Agreement shall be given in writing and must be delivered by personal deliver or by United States first class mail to the addresses below:

To the Authority: Development Authority of Douglas County
8512 Bowdon Street
Douglasville, GA 30134
Attn: Executive Director

To the DACD Development Authority of the City of Douglasville
6695 Church Street
Douglasville, GA 30134
Attn: Chairperson

5.5 This Agreement is the entire agreement of the parties with respect to its subject matter. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

5.6 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Witness the hands and seals of the undersigned effective the day and year first above written.

DEVELOPMENT AUTHORITY
OF DOUGLAS COUNTY

By: _____
Michael J. Stephens, Chair

Attest: _____
Shandron Pemberton, Secretary

[Signatures continued on the next page]

DEVELOPMENT AUTHORITY OF THE
CITY OF DOUGLASVILLE, GEORGIA

By: _____
Leslie Choo, Chair

Attest: _____
Chelsea Jackson, Secretary