Where Community Connects

City of Stockbridge
Citywide Development Authority

STOCKBRIDGE

Development Authority

Citywide Development Authority Meeting Agenda
June 13, 2023 6:00 PM

STOCKBRIDGE CITY HALL

4640 NORTH HENRY BLVD.

STOCKBRIDGE, GA 30281

Website: www.cityofstockbridge.com

Phone: 770-389-7900

Fax: 770-389-7912

Stockbridge
Where Community Connects

AGENDA
CITYWIDE DEVELOPMENT AUTHORITY MEETING
CITY OF STOCKBRIDGE

TUESDAY, JUNE 13, 2023 6:00 PM

I. Call to Order

IV. Old Business

1. Review and Approval of April and May Meeting Minutes

V. New Business

2. Presentation- Samir Abdullahi, Atlanta Regional Marketing Alliance
3. Presentation from Financial Consultant
4. Commercial Realtor
5. IGA- Attorney Presentation
6. Chair Update
7. Finance & Budget Update – Gadson Woodall, Treasurer
8. Economic Development Update – DA Director

VI. Citywide Development Authority (DA) The work of development authorities is crucial for the ability for local government to create a legacy of sustained prosperity and requires strong leadership from board members, staff, and elected officials. The Citywide Development Authority is a (7) seven-member authority consisting of (6) residents of the City and/or business owners and operators preferably with subject-matter expertise such as attorneys, realtors, developers, and zoning experts and (1) member of the Governing Body. The directors shall be taxpayers residing in the county or municipal corporation for which the authority is created, and their successors shall be appointed as provided by the resolution provided for in Code Section 36-62-4.

VII. Executive Session (if needed)

VIII. Adjourn

Stockbridge
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CITY OF STOCKBRIDGE
DEVELOPMENT AUTHORITY
REGULAR MEETING
SUMMARY MINUTES
Tuesday, April 11, 2023 6:00 P.M.

Mark Glenn, Board Member
Cathy Hill, Board Member
Kalpesh Patidar, Board Member
Vacant – Board Member
Samantha Samuels, Board Member
Ariel Shaw, Board Member
Gadson Woodall, Board Member

Other Guest in attendance: Alan Durham, Faculty Manager for Georgia Tech, City Manager, Fredrick Gardiner, Kim Allonce, Economic Director and Attorney Winston Denmark of Fincher Demark LLC.

Chairwoman Shaw called the meeting to order at 6:01 p.m.

Board Member Dr. Hill was asked to proceed with a verbal roll call. All members were in attendance except for Board Member Samuels and Board Member Patidar.

Board Member Dr. Hill motioned to amend the April 11, 2023 agenda to move items from New Business: B- Economic Development Presentation and A- City Managers Vision and Statement under old Business as A- Economic Development Presentation and B- City Managers Vision and Statement: second by Board Member Glenn. The motion passed unanimously.

Old Business

Economic Development

Mr. Durham of Georgia Tech Economic Development Division noted he recently completed the residential and retail market analysis for the City's Downtown Development Authority and can help negotiate incentives and expressed being available for the board with any questions. Mr. Durham noted having discussions on expanding the Downtown Development Authority retail and housing market analysis to include office spaces such as medical use around the hospital, more hotels around the downtown area, and a possible convention center. Mr. Durham explained being on the cusp of a recession, with banking slowing down with commercial lending. However, retail is doing much better. Mr. Durham noted that many strip centers will become outdated as housing needs rise. The housing market analysis suggested adding rooftops in the city and considering new zoning uses.

Board Member Glenn inquired about the consulting rates. Mr. Durham noted that expanding what has already been completed with the market analysis would cost around $20,000.

Chairwoman Shaw requested Mr. Durham to explain why the city does not qualify for the grant. Mr. Durham noted that the EDRP (Economic Development Research Program) targets rural or distressed communities that cannot afford consulting services, and both the County and the City does not qualify as destressed or rural. Mr. Durham expressed that once the market analysis was completed for the DDA (Downtown Development Authority), specific tracks around the downtown area did qualify as distressed.

Board Member Dr. Hill noted her biggest concerns are getting established, acknowledged, recognized, coordinating, and differentiating with the County's DA and DDA. Board Member Hill also noted that she wanted to move forward with effective activities that focus more on recognition for site locations and state economic development.

Board Member Samuels arrived at 6:13 pm.

Chairwoman Shaw inquired on CID (Community Improvement Districts). Mr. Durham noted CIDs are a self-taxing organization amongst property owners and noted not seeing a need for the City.

<u>City Manager Vision and Updates</u>
<u>Executive Session</u>
Board Member Glenn motioned to convene Executive Session at 6:29 pm for the Purpose of Real Estate: second by Board Member Dr. Hill. The motion passed unanimously.

Board Member Glenn motioned to reconvene Executive Session at 7:08 pm: second by Board Member Samuels. The motion passed unanimously.

Board Member Dr. Hill motioned to authorize Chairwoman Shaw to draft a letter to Mayor and Council as discussed in Executive Session: second by Board Member Samuels. The motion passed unanimously.

<u>Approval of the March Meeting Minutes</u>
Dr. Hill motioned to approve the March meeting minutes with corrections given to

the staff liaison: second by Board Member Glenn. The motion passed unanimously.

By-Laws Review and Vote
Chairwoman Shaw noted the board had until April 6, 2023 to submit any comments and did not receive any before the due date; also noted changes can be made by Resolution.

Attorney Denmark noted it fundamentally sets forth what the By-Laws should have.

Board Member Glenn motioned to approve the CDA (Citywide Development Authority) By-Laws: second by Board Member Dr. Hill. The motion passed unanimously.

Market Video Approval and Vote
Board Member Samuels noted Spotlight withdrew their proposal.

Chairwoman Shaw noted there were three (3) proposals to choose from: Jecorphoto, Gobi Photography and Video and EZ Spotlight, and inquired with the board on how they wanted to move.

Board Member Glenn noted being impressed with Gobi Photography and Video. Board Member Samuels noted liking Jecorphoto. Board Member Dr. Hill noted Jecorphoto presented a good production and was comfortable with their pricing. Board Member Woodall noted liking Gobi Photography and Video. Chairwoman Shaw noted being in favor of Jecorphoto and asked the board by way of hands who liked Jecorphoto versus Gobi Photography and Video. Board Members Hill, Samuels and Chairwoman Shaw were in favor of Jecorphoto; Board Members Glenn and Woodall were in favor of Gobi Photography and Video.

Board Member Samuels motioned to approve Jecorphoto as the Market Video vendor: Second by Board Member Dr. Hill. The motion passed 4-1 with Board Member Glenn opposing.

New Business
Finance & Budget Update- Gadson Woodall, Treasurer
Board Member Woodall noted the CDA (Citywide Development Authority) received the $45,000 check from the City as a grant. Board Member Woodall gave each board member a draft budget, and also noted creating line items to reflect where the funding will be placed. Board Member Woodall broke down each draft

line item:

1. Advertising- $4,000
2. Professional Fees- $5,000
3. Legal Fees- $24,000
4. Liability Insurance- $1,500
5. Marketing- $6,000
6. Public Notices- $300.00
7. Printing and Binding- $500.00
8. Travel- $300.00
9. Dues and Fees- $300.00
10. Education and Training- $500.00
11. Office Supplies- $300.00
12. Miscellaneous Expenses- $500.00
13. Hospitality- $300.00
14. Façade Grant- $1,500

Board Member Dr. Hill inquired on the Façade Grant line item. Board Member Woodall noted the draft budget came from the DDA (Downtown Development Authority) budget and what was given to him by the City Treasurer and noted it could be altered.

Chairwoman Shaw noted Council for Quality Growth will be at the Merle Manders Conference Center May 24, 2023 to give a county by county update and encourages the board to attend.

Chairwoman Shaw inquired on how much has been spent so far. Board Member Woodall noted $1,600.

Chairwoman Shaw requested a digital version to make changes and noted the board needing a P.O. Box. Board Member Woodall noted he would get the P.O. Box and Board Member Dr. Hill noted she would check the mail.

<u>Economic Development Update – Development Authority Director</u>
Mr. Allonce noted that an RFP for the Economic Development Strategic Plan has been put out and will close on April 4, 2023. Mr. Allonce noted spending $60,000 on the strategic plan, which includes market data and information on the vision process, with the goal of having all economic development partners participate in the process. Mr. Allonce explained once the RFP is closed, the biding process will start.

Mr.Allonce noted Council approved on April 10, 2023 at the City Council Meeting the use of the amphitheater's green room for the economic development department to host a National Small Business Week Meet and Greet on Thursday, May 4, 2023 from 6pm-7:30pm which will include a formal invitation.

Mr. Allonce noted retaining a marketing firm named Accent Creative Group to help with marketing collaterals and marketing strategies. Chairwoman Shaw inquired if an RFP was put out. Mr. Allonce informed Charwoman Shaw that the cost is under the authority of the City Manager of $50,000. Chairwoman Shaw inquired with Mr. Denmark, City Attorney, if the board would be comfortable with the same approach. Mr. Denmark noted the board would need to look at the city's purchasing policy to see if it applies to boards, and if it does, it would be a big process.

Mr. Allonce noted presenting the Economic Development Incentive Policy to the Mayor and Council at last month's Council Retreat. Mr. Allonce stated the goal is to allow time, have the Council ask any questions, and bring it back at the May 8, 2023 city council meeting for a vote.

Mr. Allonce noted working on a small business initiative with a façade grant and will have more discussions with the Mayor and Council on what would be included.

Board Member Dr. Hill inquired if the board should be present at city council meetings when dealing with economic development issues. Mr. Allonce noted the board could support the economic development department on something that may need to be supported, or only if speaking on behalf of the department.

Mr. Allonce mentioned the office on Main Street will hold a meet and greet, and he will provide the board with more information in the coming weeks. Mr. Allonce also noted if the board wanted to use space, to inform the department within 24 hours' notice. If it's available, the space would be open until 5:30pm.

Chairwoman Shaw inquired where the board could support the economic development department. Mr. Allonce stated the department is working on a package that will include a few programs and initiatives, one being entrepreneurship and work force development. Mr. Allonce noted that once the package is completed, he will come to the board for feedback and asked the board to attend the city council meeting to show support.

Mr. Allonce noted training through Kaufman Fast Track and will host classes for entrepreneurship.

Chairwoman Shaw inquired on tourism. Mr. Allonce noted the CVB (Convention and Visitors Bureau) presented at the April 10, 2023 council meeting, and after meeting with the Executive Director, they are working on an agreement to see what to include.

<u>Other Discussion</u>
Chairwoman Shaw noted the next few meetings will include an update from the Stem High School, guest from the ARC (Atlanta Regional Commission) and noted possibly attending the next scheduled meeting and possibly not meeting in June.

Board Member Hill inquired on staggered terms for board members, creating an IGA (Intergovernmental Agreement) and virtual meetings. Mr. Denmark noted coming up with a process for staggered terms and noted not needing an IGA (Intergovernmental Agreement) for the discussion in Executive Session. Mr. Denmark noted that the board is only allowed to have virtual meetings when the governor declares a state of emergency. He also noted that under open meetings act, a member can for health reasons attend board meetings virtually only twice a year without a doctors note or proof. A third time in that same year, will require a doctor's note that indicates that you're unable to appear in person.

<u>Adjourn</u>
Board Member Samuels made a motion to adjourn the meeting at 8:01pm; second by Mr. Glenn. The motion passed unanimously.

Minutes prepared by: Randi Rainey, Deputy City Clerk
Location: Stockbridge City Hall 4060 North Henry Blvd. Stockbridge, GA 30281
Levi Meeting Room

CITY OF STOCKBRIDGE DEVELOPMENT AUTHORITY REGULAR MEETING SUMMARY MINUTES Tuesday, May 9 2023 6:00 P.M.

Mark Glenn, Board Member	Samantha Samuels, Board Member
Cathy Hill, Board Member	Ariel Shaw, Board Member
Kalpesh Patidar, Board Member	Gadson Woodall, Board Member
Vacant – Board Member	

Other Guest in attendance: Courtney Jones- Henry County School District, Rabieh Hafza- Henry County School District, Josh Malcom- Henry County School District, Termerion McCrary- Henry County School District, Kim Allonce, Economic Director, and Attorney Latonya Wiley of Fincher Demark LLC.

Chairwoman Shaw called the meeting to order at 5:17 p.m.

Due to lack of a quorum, Chairwoman Shaw allowed the Henry County School District to present without action.

New Business

Henry County School District STEM School Building Presentation

Mr. Malcom noted the E-SPLOST 6 was approved in March 2021, which allows a new high school to be built where the old Patrick Henry High School was located. Mr. Malcom noted they are currently in the design and schematic phase, and noted the project bid will go out March 2024, is set for approval May 2024 with a completion date of September 2026 and will open January 2027. Mr. Malcom noted the STEM school will be a 3-story building.

Board Member Dr. Hill inquired about the number of students attending, and if there will be a traffic study completed. Mr. Malcom noted there will be around 800-1000 students, and there will not be a need for a traffic study, seeing it is already a previous school.

Chairwoman Shaw inquired on the acreage and square footage. Mr. Malcom noted the total acreage is around 15 acres with around 170,00 sq. ft.

Mrs. McCrary noted being over the programmatic portion and noted working with an advisory board to ensure a premier high school experience. Ms. McCrary noted the board will ensure that all students have access to robotics and coding. Middle school students will also have access to summer STEM experiences in computer science and engineering connections courses. Ms. McCrary noted the board investment wants to ensure all kids have a great path despite what school they attend. Ms. McCrary noted getting feedback from the advisory board, who wanted to ensure students get advanced rigorous course work and ensure that the course work was industry-aligned, and not centered on challenging course work and diverse. Ms. McCrary noted that the STEM high school will be a place to engage in advanced specialized studies, including aerospace with a concentration of electrical engineering, biotechnology, medical science, sustainability, and green energy.

Chairwoman Shaw inquired about a focus on AI (Artificial Intelligence). Mr. Hafza noted that every student will have access to computer science and would go through the IOT (Internet of Things), which every major network uses, which integrates AI (Artificial Intelligence). Mr. Hafza noted that all students would take intro to software technology as their first course, AP Computer Science as the second, and embedded computing as their third course.

Board Member Samuels arrived at 5:47pm.

Board Member Dr. Hill inquired about enrollment requirements. Ms. McCrary noted the requirements are to complete algebra 1 and physical science. If the enrollment applications are oversubscribed, then a lottery will be used.

Mr. Allonce, Economic Development Director, noted being interested in partnering with the board and helping push kids to innovation and having the city help launch ideas.

Chairwoman Shaw noted the meeting would be canceled due to a lack of a quorum.

Ms. Rainey, Deputy City Clerk Informed Chairwoman Shaw there was a quorum due to Board Member Samuels arriving and could proceed with the meeting.

Board Member Dr. Hill made a motion to adopt the agenda with the following changes: Old Business Parts A & B and New Business Part A. The motion was seconded by Board Member Woodall. The motion passed unanimously.

Board Member Dr. Hill proceeded with the roll call. The members present where Chairwoman Shaw, Board Member Woodall, and Board Member Samuels. The members not present were Board Member Glenn and Board Member Patidar.

Old Business

Review and Approval of April Meeting Minutes

Board Member Dr. Hill noted identifying two minor corrections on page 5, and page 6 noting Attorney Denmark referencing staggered terms and virtual meetings, indicating Attorney Denmark stated, "State of Emergency virtual meetings" and referenced the By-Laws. Chairwoman Shaw noted Attorney Denmark mentioned when the board could have virtual meetings. Board Member Dr. Hill noted that the By-Laws states that "In the event of a state of emergency or emergency conditions, the Authority may call a virtual teleconference meeting". Chairwoman Shaw noted not hearing the state of emergency part and inquired with Ms. Rainey if the meeting was recorded and what was said. Ms. Rainey noted she would have to listen to it again. However, what Attorney Denmark stated is what she captured in the minutes. Board Member Dr. Hill noted the attorney speaking on two things, when the board could have virtual meetings and when the board can dial in instead of attending. Ms. Rainey noted the board could adopt the minutes with the corrections given to her or wait until the next meeting to adopt both April and May's minutes at the June meeting.

Attorney Wiley noted the Open Meetings Law stated a board does not have to have verbatim minutes, however what was stated at the meeting would be acceptable.

Chairwoman Shaw noted to not approve the April minutes and allow Ms. Rainey to review what was stated.

Board Member Dr. Hill made a motion to table the adoption of the April minutes until the next meeting. The motion was seconded by Board Member Woodall. The motion passed unanimously.

State of the County

Chairwoman Shaw noted the Council for Quality Growth will hold the State of the County in the city, and suggested the board purchase a bronze sponsorship of $750, which holds 6 seats. Chairwoman Shaw noted the State of the County will be on May 24, 2023, at 11:30am, located at the Merle Manders Conference Center at 111 Davis Rd. Stockbridge, GA.

Board Member Woodall made a motion to approve the purchase of the bronze package of $750 for the State of the County. The motion was seconded by Board Member Dr. Hill. The motion passed unanimously.

Board Member Samuels expressed her concerns about the foundation of the board, the direction of the board, and expressed feeling like the board is just floating with no discussion. Chairwoman Shaw inquired if Board Member Samuels was receiving emails and noted the board has already set a strategic plan for the board. Board Member Samuels inquired about possibly going to a different city to see how their Citywide Development functions. Chairwoman Shaw noted providing Board Member Samuels with another copy of the strategic plan.

<u>Adjourn</u>
Board Member Dr. Hill made a motion to adjourn the meeting at 6:16pm. The motion was seconded by Board Member Woodall. The motion passed unanimously.

Minutes prepared by: Randi Rainey, Deputy City Clerk
Location: Levi Meeting Room
Stockbridge City Hall 4060 North Henry Blvd. Stockbridge, GA 30281

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into on this ____ day of ____________, ____by and between the CITY OF STOCKBRIDGE, GEORGIA (hereinafter referred to as the "City"), and CITY OF STOCKBRIDGE DEVELOPMENT AUTHORITY d/b/a Stockbridge Citywide Development Authority (hereinafter referred to as the "Authority");

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

WHEREAS, the Authority is a “public body, corporate and politic” instrumentality and political subdivision of the State of Georgia established pursuant to the Official Code of Georgia Annotated (“O.C.G.A.”), §36-62-1, *et seq.,* (the “Development Authorities Law”), created for the purpose of developing and promoting, for the public good and general welfare, trade, commerce, industry, and employment opportunities, within the City of Stockbridge (collectively, “economic development”); and

WHEREAS, pursuant to Article IX, § IV, ¶ II of the Constitution of the State of Georgia of 1983, as amended, the City is authorized to expend funds to perform any public service or public function as authorized by the Constitution or by general law; and

WHEREAS, the Development Authorities Law authorizes the City to provide financial support to the Authority to enable the Authority to fulfill its public mission of fostering economic development within the City of Stockbridge; and

WHEREAS, the City and the Authority desire to memorialize an agreement by and between them as such relates to the City providing the Authority with (a) support services in the form of personnel and staffing; (b) office space and equipment or funding equivalent therefor; (c) funding for operational expenses related to maintaining an office space along with the necessary equipment to make such space appropriately functional; (d) funding for the development and implementation of the Authority’s economic development strategy plan to include (i) economic development services and related activities, and (ii) support for such economic development services to include financial incentives , and such other ancillary and related activities, among other things; and

WHEREAS, pursuant to Article IX, § III, ¶ I (a) of the Constitution of the State of Georgia of 1983, as amended, the City is authorized to contract with any public authority for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting Parties are authorized by law to undertake or provide; and

WHEREAS, in consideration of the Authority providing ongoing promotion, marketing, advocacy, revitalization, and economic development services for the City and its citizens within the incorporated area, the City has agreed to provide certain funding to the Authority and to from time to time convey City property to the Authority for such economic development purposes pursuant to the terms and conditions a as authorized by the Development Authorities Law, the 1983 Georgia Constitution, as amended, and as may be agreed to by the Parties.

NOW, THEREFORE, for due and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Authority agree as follows:

ARTICLE I: PURPOSE OF AGREEMENT

The purpose of this Agreement shall be to establish the parameters under which the Authority operates as it endeavors to facilitate the revitalization and development of underutilized and underdeveloped areas in the City, attract private investment, strengthen the City's economic base and tax digest, attract new industries, create jobs, and benefit the residents and citizens of the City.

ARTICLE I: ECONOMIC DEVELOPMENT SERVICES

Section 1.1 Appointment as Principal Economic Development Agency. The City hereby designates the Authority as the City's principal economic development agency. The Authority hereby covenants and agrees to promote and pursue, for and on behalf of the City, economic development and related activities as described herein and as otherwise allowed by applicable law as , as such incentives and services may be modified, adjusted and enhanced from time to time in the furtherance of such objectives through coordination of the Authority with Mayor and Council.

Section 1.2 Economic Development Services and Related Activities. In consideration of the payments and appropriations made by the City under this Agreement, and the other promises and commitments made hereunder, the Authority agrees that it shall undertake the following activities whenever and wherever needed in the City, in coordination and cooperation with the City:

A. The Authority shall act as principal development agent for the City exercising its powers under O.C.G.A. § 36-62-1 et seq. (the Development Authorities Law) and Article IX, § VI,¶ III of the Constitution of the State of Georgia of 1983, as now exists and as may be amended in the future, for the benefit of the City.

B. The Authority may assist in the creation of such tax allocation districts as may be deemed necessary or prudent or otherwise provide for tax abatement programs subject to the approval of the City.

C. The Authority may enter into and execute any contracts, leases, mortgages, or other agreements, including agreements with bondholders or lenders, determined by the Authority and City's governing body to be necessary or convenient to implement the provisions and effectuate the purposes of this Agreement. All such contracts, leases, mortgages, or other agreements which impose upon the Authority any monetary obligation which cannot be satisfied without money from the City's budget, or from income derived by the sale or lease of Authority property, shall be approved by the City prior to being entered into by the Authority.

D. From time to time, the Authority may acquire property, real or personal, or interests therein, for redevelopment and development purposes, and use or dispose of such property or interests, either through the City or directly with private parties. Any sale or acquisition of property shall be approved by the City.

E. The Authority may conduct other planning and implementation activities as are deemed necessary and prudent, including planning and predevelopment activities such as site analysis, environmental analysis, development planning, market analysis, financial feasibility studies, preliminary design, zoning compliance, facilities inspections, and overall analysis of proposed redevelopment plans to ensure consistency with the City's overall goals and short term and long-range plans.

F. When approved by the City's governing body, the Authority may negotiate and enter into public-private ventures, provide loans to private enterprises, and enter into intergovernmental and other agreements as needed.

G. The Authority shall perform such other related and incidental powers necessary to carry out the above functions.

ARTICLE II: FUNDING AND APPROPRIATIONS

In consideration of the services and commitment made by the Authority herein, the City shall appropriate funds to be used by the Authority, or on its behalf, in carrying out the development goals set forth in this Agreement and in carrying those functions and activities provided for the Agreement.

Section 2.1. Annual Budget Appropriations. The City hereby covenants and agrees to budget, appropriate and fund each fiscal year during the Term of this Agreement for the services and operations of the Authority. The Initial Budget to be funded by the City is attached hereto as **Exhibit A** in the amount of $45,000.00 for the fiscal year ending December 31, 2023. For each subsequent annual period January 1 through December 31, the City shall budget and appropriate such funding in not less than the Initial Budget amount. The City agrees to include the Authority in its annual budget process in the same or similar manner as City departments and provide adequate notice to the Authority to allow participation in the same. Upon appropriation, the City shall make payment to the Authority on January 1, 2023 to allow the funding of the Authority's operations. Such funding shall be in addition to any amounts received by the Authority for services outside of this Agreement or supplemental services as provided herein.

Section 2.2. Additional Funding. In addition, from time to time during the term of this Agreement, the governing body of the City shall review the progress by the City and the Authority, and the financial condition of the Authority, and when it is deemed prudent and necessary by the City's governing body, it shall appropriate additional funds for use by the Authority in carrying out the activities provided for herein. The City will consult in good faith with the Authority regarding the appropriate level of appropriation, and will, in all events, appropriate sufficient funds to meet all contractual obligations of the Authority assumed with the consent of the City.

ARTICLE III: DEVELOPMENT AUTHORITY OPERATIONS

a. The City expressly authorizes the Authority to utilize City Hall for its meeting and other operational purposes. The Authority shall also have reasonable access to staff time and resources to conduct its operations. The City shall appoint one staff member to function as its Clerk, who shall be responsible for the maintenance of all Authority minutes, records, contracts and other official documents, and for ensuring Authority compliance with State Law and City ordinances. All such utilization shall be coordinated through and at the direction of the City Manager.

b. The City hereby covenants and agrees to: (a) provide "loaned" staff to the Authority (the "Loaned Staff"), and/or (b) effect the orderly transition of staff to the employment of the Authority with the appropriate funding for any such persons. For any Loaned Staff, the Authority shall not have the right to take any action affecting the employment status of any Loaned Staff (e.g., terminations, promotions, duties, salary changes, etc.). the City shall retain responsibility for the ·payment of salaries, benefits (such as insurance and retirement costs), and other remuneration payable to each member of the Loaned Staff, the costs and expenses (whether direct or indirect) which shall not be subtracted from the City's Funding Obligation (as defined herein) in the applicable Fiscal Year.

c. For purposes of clarification and without intending to limit any other provision in this Agreement, the Parties each covenant and agree that each member of the Loaned Staff shall provide the Authority with competent and timely services, performed in a manner sufficient to enable the Authority to accomplish its established purposes, goals, and objectives as provided in this Agreement and under the Development Authorities Law.

ARTICLE V: GENERAL PROVISIONS

a. ASSIGNMENT. This Agreement may not be assigned without the express written consent of all other parties to this Agreement.

b. NOTICE. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States certified mail, return receipt requested, or statutory overnight delivery, at the addresses set forth below:

City of Stockbridge, Georgia
City Hall
4640 North Henry Boulevard
Stockbridge, Georgia 30281
Attention: City Manager

With a copy to:
Quentin Washington
City Attorney
4640 North Henry Boulevard
Stockbridge, Georgia 30281

City of Stockbridge Development Authority
____
Attention: Chair

With a copy to:
Winston A. Denmark
100 Hartsfield Centre Parkway Suite 400
Atlanta, Georgia 30354

c. STATE LAW TO APPLY. This contract shall be construed under and in accordance with the laws of the State of Georgia.

d. PARTIES BOUND. The contract shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.

e. SEVERABILITY. In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as is such invalid, illegal, or unenforceable provision had never been contained herein.

f. TIME OF ESSENCE. Time is of the essence of this contract.

g. AMENDMENT. This Agreement may not be modified, amended or terminated in whole or in part in any manner other than by an agreement in writing duly signed and appropriately approved by all parties hereto.

h. HEADINGS. The headings for each paragraph or section of this Agreement are for convenience of reference only and shall not be deemed a part of this. Agreement for the purposes of interpreting any provision of said Agreement.

i. COUNTERPARTS. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

j. CONSTRUCTION OF AGREEMENT. This Agreement shall not be construed more strongly against any party regardless of which party is responsible for its preparation.

k. MEDIATION. The City and the Development Authority agree to submit any controversy arising under this Agreement to mediation for a resolution prior to seeking any other any judicial, administrative, or other formal enforcement of same. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

l. DATES. If the final date of any time period or the date for the performance of any obligation hereunder falls upon a Saturday, Sunday, or a bank or government holiday under the laws of the State of Georgia, then the time of such period or the time for the performance of such obligation shall be extended to the next day which is not a Saturday, Sunday, or a bank or government holiday under the laws of the State of Georgia.

m. EFFECTIVE DATE AND TERM OF AGREEMENT. The Effective Date of this Agreement shall be the date on which the last party fully executed this Agreement, and the term of this Agreement shall extend for a period of 10 years unless terminated by the City or the Authority upon 60 days' written notice.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the City and the Authority as Parties hereto have caused this Agreement to be executed by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by the terms and provisions of this Agreement.

City of Stockbridge, Georgia

By: ____________________________(SEAL)

ATTEST:

By: _____________________________________ Clerk of City of Stockbridge, Georgia

APPROVED AS TO FORM:

By: _____________________________________ City Attorney

City of Stockbridge Development Authority

By: ________________________________ Chair

APPROVED AS TO FORM:

By: ________________________________.
Winston A. Denmark, Esq.
Authority Counsel

SIGNATURE PAGE
INTERGOVERNMENTAL AGREMENT
CITY OF STOCKBRIDGE/DEVELOPMENT AUTHORITY