



City of Stockbridge Citywide Development Authority

STOCKBRIDGE

Development Authority

Ariel Shaw, Chair

Samantha Samuels, Vice Chair

Dr. Cathy Hill, Secretary

Gadson Woodall, Treasurer

Mark Glenn, Board Member

Vacant, Board Member

Kim Allonce

Economic Development Director

Vacant

Recorder

STOCKBRIDGE CITY HALL

4640 NORTH HENRY BLVD.

STOCKBRIDGE, GA 30281

Website: www.stockbridgega.org

Phone: 770-389-7900

Fax: 770-389-7912

Citywide Development Authority Meeting Agenda November 14, 2023 6:00 PM



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



AGENDA

CITYWIDE DEVELOPMENT AUTHORITY MEETING

CITY OF STOCKBRIDGE

TUESDAY, NOVEMBER 14, 2023 6:00 PM

- I. Welcome & Call to Order - Board Chair**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Old Business**
 - 1. Review and Approval of October Meeting Minutes
- V. New Business**
 - 2. Chair Updates - IGA, Review of Investor Event, Website Updates, Development Process, 2024 Budget, Proposed Projects
 - 3. Finance Updates - Gadson Woodall, Treasurer
 - 4. Economic Development Update
- VI. Executive Session (if needed)**
- VII. Adjourn**



Special Called Meeting
Minutes
Wednesday, October 11, 2023
Stockbridge City Hall (Levi Meeting Room) 6:00 P.M.

Ariel Shaw, Chair Present	Mark Glenn, Board Member Present via Teleconference
Samantha Samuels, Vice-Chair Present	Gadson Woodall, Treasurer Present
Dr. Cathy Hill, Secretary Present	Vacant – Board Member
Vacant – Council Member	LaTonya Wiley, Board Attorney Present

Also Present: Board Liaison and Economic Development Director, Kim Allonce
Recorder and City Clerk, Vanessa Holiday

Guest Presenters: Christopher G, Pike, Urban Pulse
Gabby Oliverio, KB Advisory Group

The Meeting was called to order by Chair Shaw at 6:16 p.m.

Roll Call by Chair Shaw; all members were present except Board Member Hill.

Motion to amend and approve the Agenda to add presentation of the Economic Development Strategic Plan by KB Advisory Group and Urban Pulse made by Vice-Chair Samuels; seconded by Board Member Woodall. The motion passed unanimously 4-0.

Following review of the Minutes Chair Shaw motioned to approve the August 8, 2023 Minutes with amendments; seconded by Vice-Chair Samuels. The motion passed unanimously 4-0.

Economic Development Strategic Plan - KB Advisory Group and Urban Pulse
Ms. Oliverio noted KP Advisory group has assisted with drafting the Strategic Economic Development Plan along with Mr. Pike with Urban Pulse, noting there has been public engagement, and that the goal is to bring everyone together to



propel the plan forward. Ms. Oliverio noted the group has met with the city's Downtown Development Authority, members of City Council, and the Main Street Advisory Board for input and is now engaging the Citywide Development Authority, asking for the board's input, what is it that you would like to see in the city over the next five years, and how the Citywide Development Authority fits in working in partnership with all of the city's entities.

Mr. Pike noted this would be an informal round table discussion, and asked each member if they could have whatever they wanted, what would that look like for the city of Stockbridge.

Attorney Wiley asked Mr. Pike to provide the board with prior experience information and asked if there was a standard template used that spells out the process as it relates to potential developers.

Mr. Pike referenced his past Economic Development experience with the City of Villa Rica, and the City of South Fulton, and noted his prior experience as a consultant, noting the template from either city could be used as a guide.

Mr. Allonce noted it is his understanding that the board is seeking a document that would include the incentives that would be put in place to capture a specific project.

Chair Shaw noted the board has been tasked with developing a citywide façade grant policy and noted a wish list would be a high arching plan as referenced in the *Select Stockbridge* video the selectstockbridge.com website; referenced the recently held Broker's Open and the success of the event where several brokers have expressed interest; suggested looking at the area for home care, high end retail, and mixed-use areas. Chair Shaw referenced the marketing data obtained by the Downtown Development Authority, noting the information does not include the newly annexed areas of the city; and noted the indicators state this area is prime for healthcare.

Attorney Wiley and Chair asked how the plan is put together without overlapping other boards/authorities and reducing red tape.



Mr. Pike stated the authorities can purchase land, and the city can empower staff to work towards getting contracts, noting, there needs to be a policy in place.

Mr. Allonce noted the City Council has tasked staff with developing a unified economic vision with each entity knowing their lane, and that the overall strategy is to collaborate with each Authority, actively looking to purchase properties to develop and acquire when needed.

Attorney Wiley noted the law for the Authorities defines the lane, with everyone working together for the good of the city.

Chair Shaw noted every member of the board understands the role of the Citywide Development Authority.

Mr. Allonce stated the Strategic Plan has a number of different lanes with the Authority being one of the mechanisms, noting staff is an arm to assist the city to facilitate what needs to be done.

Chair Shaw asked for clarity on which plan needs to be presented when private owners contact board members and referenced the city's UDC (Unified Development Code), and the Comprehensive Plan.

Vice-Chair Samuels asked for clarification of the presentation, noting there does not seem to be a clear vision or purpose and referenced the Master Plan vs. the Economic Strategic Plan, noting the has previously discussed the board's goals and vision and would like to have had the questions in advance and had more time to prepare for the questions.

Mr. Pike noted this meeting was intended to be an informal meeting.

Mr. Allonce noted he has previously met with the board about the Unified Economic Development Plan and that the intent is to see what the role of the Citywide Development Authority will be, get feedback, and ask what is it that you as a board would like to see for the city, and asked if members of the board would be willing to commit to submitting written responses by October 24th.

Board members Samuels, Woodall and Glenn agreed they should receive the questions and noted they would submit the written responses to the City Attorney by the requested date.

Chair Shaw agreed to distribute the questions from KB Advisory to each of the board members for their responses.

Attorney Update – IGA (Intergovernmental Agreement), Resolution

Mr. Allonce noted the IGA has been placed on the City Council's October 30th Work Session Agenda.

Attorney Wiley noted research has shown that Intergovernmental Agreements contract clause can go up to fifty years, noting ten years is in the proposed agreement with the city and that the terms can always be amended; noted under Development Authority law, the board operates as a separate entity, and referenced page 3 of the IGA where the board is requesting \$75,000 in the FY2024 Operating Budget to be disbursed by the city who will determine and approve the language of may/shall disburse funds and agrees with the percentage to be split between the Authority and the City.

Chair Shaw asked if the City is aware of the requests from the Authority in the IGA.

Mr. Allonce confirmed the information has been provided.

Chair Shaw motioned to empower the Chair and Secretary to sign the IGA between the Citywide Development Authority and the City of Stockbridge without substantive changes; seconded by Board Member Woodall. The motion passed unanimously 4-0.

The following items were not discussed:

5. Chair Updates: review of Investor Event, Website Update, Development Processes, 2024 Budget, Proposed Project.
6. Financial Update – Treasurer.

Chair Shaw noted she has worked with Vice-Chair Samuels to develop a job description, noting she has been collaborating with Clayton State University, and



asked the board for approval to bring in Interns to assist the board while receiving college credits, and introduced the proposed Inaugural Intern, Mr. Vladimir Bellanton.

Mr. Bellanton noted he is currently in the Masters Program at Clayton State University, studying Data Analytics; noted he assisted with the Broker's Open and looks forward to assisting the board.

Chair Shaw noted the Sheriff's Office did a background check and noted all resumes will be forwarded to staff.

Chair Shaw motioned to authorize the Chair to hire Vladimir Bellanton as an unpaid Intern with potential future compensation; seconded by Vice-Chair Samuels. The motion passed unanimously 4-0.

Motion to adjourn at 8:05 p.m. made by Chair Shaw; seconded by Vice-Chair Samuels. The motion passed unanimously 4-0.

Minutes recorded by: Vanessa Holiday, City Clerk



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.

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into on this ____ day of _____, 2023, 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"); collectively referred to as "the Parties."

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 thereof; (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 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, from

time to time, to convey City owned property to the Authority for such economic development purposes pursuant to the terms and conditions 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 non-exclusive 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 and such other 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:

- A. The Authority shall serve as an economic 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 and the citizens thereof.
- 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 in furtherance of economic development in 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 to be necessary or convenient to foster economic development in the City. 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 property held in the name of the Authority 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.

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. 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 commitments 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 may covenant and agree to budget, appropriate and fund the operations of the Authority each fiscal year during the Term of this Agreement. The Initial Budget may be \$45,000 as funded by the City may be amended from time to time. The amount for the fiscal year beginning January 1, 2024, may be \$75,000 or such other amount as the City may approve. For each subsequent annual period January 1 through December 31, the City may 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 may make payment to the Authority on January 1, 2024, to allow the funding of the Authority's operations. Such funding may 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 City may review the progress by the Authority and the financial condition of the Authority and may appropriate additional funds for use by the Authority. The City may consult in good faith with the Authority regarding the appropriate level of appropriation, and may appropriate sufficient funds to meet all contractual obligations of the Authority.

Section 2.3. Fees and Commissions. In addition to any other funding, disbursement, or appropriations from the City, the Parties recognize and agree that the Authority and the City, as consideration for its role and the expenditure of its time and resources, may be entitled to receive a fee for its services on a case-by-case basis.

Section 2.4. Annual Audit. The Authority shall cooperate with the City and provide any requested documents required in connection with the annual audit.

Section 2.5. Quarterly Report. Within fifteen (15) days after the end of each fiscal quarterly period of each fiscal year of the Authority, commencing with the first fiscal quarter after the date of this agreement, the Authority Chair shall prepare and submit to the Mayor and City Council a quarterly report, which shall provide an update on the Authority's operations, current and prospective projects, other business of the Authority, and any other reasonable information the City may request, insofar as such information reasonably relates to the City, within fifteen days prior to the end of the applicable fiscal quarterly period.

ARTICLE III: DEVELOPMENT AUTHORITY OPERATIONS

Section 3.1. Provision of Office Space. The City expressly authorizes the Community Development Authority (CDA) to utilize City Hall for its meetings and other operational purposes, as needed or as directed by the City Manager. This includes, but is not limited to, the use of conference rooms, audio-visual equipment and file storage any use continual office space must be approved by the City Manager or the City Council.

Section 3.2. Provision of Administrative Services. The City may provide the Authority reasonable access to and use of City administrative services, including but not limited to, the City's website, IT support, office equipment, tools and programs, such as email, calendaring and electronic storage of records. The City may appoint one staff member to function as the Authority's Clerk, who shall be responsible for the recording and maintenance of all Authority minutes, records, contracts and other official documents, and for ensuring the Authority's compliance with state law meeting requirements, state law records requirements, and applicable City ordinances.

Section 3.3. Provision of Staff Services. During the term of this Agreement, the City may provide the Authority with certain City staff and employees to perform tasks to support the Authority's operations ("City Staff Services"). The Authority's use of City Staff Services shall not unreasonably interfere with City operations and may provide competent and timely services to the Authority. The City shall retain responsibility for the payment of City Staff Services, including but not limited to, salaries, benefits (such as insurance and retirement costs), and other

remuneration, costs and expenses (whether direct or indirect) which shall not be subtracted from the Authority's annual budget or other appropriations as provided herein.

Section 3.4. Legal and Professional Services. The Authority shall appoint and retain its own attorney to provide legal services to the Authority. Further, the Authority shall hire and retain such other professionals, including but not limited to financing, real estate, and marketing professionals to assist the Authority in fulfilling its responsibilities as provided by law. 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 will be expected to provide the Authority with competent and timely services, performed in a manner sufficient to allow the Authority to fulfill its public purpose and economic development objectives.

ARTICLE IV: PROJECTS

Section 4.1. Initiation of Projects. The Authority shall have the right to initiate any Project as allowed by and within the parameters of the Development Authorities Law. Whenever the Authority identifies a prospect for a targeted industry that involves the use or development of City-owned property, the Authority shall request approval from the City to convey all or a portion of such property to the Authority for marketing and development purposes; provided that nothing shall preclude the City from requesting the Authority to market and develop City-owned property or otherwise conveying City-owned property to the Authority for marketing and development purposes.

Section 4. Disposition of Property. Project fees. In the event that the City transfers any properties to the CDA, the CDA shall be entitled to a fee upon any subsequent sale of such property. The specific fee amount shall be established by the City and the CDA at the time of each property transfer and shall be considered part of the consideration for the transfer of the property. This provision is intended to streamline the process of transferring properties from the City to the CDA by eliminating the need for a separate intergovernmental agreement for each property.

Section 4.3. Reconveyance of City-Owned Property. Should the Authority be unsuccessful in marketing and developing any City-owned property conveyed to the Authority to a targeted industry within two (2) years of the City's conveyance of such property to the Authority, the City shall have the right, in its sole discretion, to request the full conveyance, transfer, or return of the property to the City. Upon such by the City Council, the Authority must complete the conveyance, transfer, or return of the property to the City within 30 days, without charge to the City.

Section 4.4. No Obligation to Initiate Projects. There shall be no obligation on the part of the City or the Authority to initiate or authorize any project. Any Project presented to or advanced by the Authority must be acceptable to the Authority.

ARTICLE V: INDEMNITY

Section 5.1. The Authority, shall obtain at its expense, a policy of insurance which covers the liability of-board of directors ("Directors") from any and all claims, demands, actions, causes of action, suits, damages, loss, and expense of any kind to any entity, person, or property, and the City may advance the costs for purchasing such insurance and may advance defense costs and pay on behalf of the directors any judgments, fines, amounts paid in settlement, and expenses of litigation, including, but not limited to, witness fees, court costs, and attorney's fees, which are actually and reasonably incurred in connection with any claim, action, suit, or proceedings, pending or threatened, whether civil, administrative, or investigative, at law or in equity, in which such Director becomes involved by reason of his/her acts or omissions as a Director, including for the Director's own negligence. The City may require the Director to permit the City to participate in the defense of any such action or proceedings through legal counsel designated by the City and at the expense of the City or its insurer.

Section 5.2. The City may refuse to provide for the defense of a claim or proceeding brought against a Director if the City determines that any of the grounds set forth herein exist:

1. The act or omission did not arise out of the course of his or her duties as a Director;
2. The Director acted or failed to act because of fraud, corruption, or malice;
3. Provision of a defense would not be in the best interests of the City;
4. The proceeding is a criminal prosecution;
5. The claim arises out of an act or omission at a time when the Director was under the influence of drugs or intoxicants; or
6. The act or omission giving rise to the claims was in direct violation of established City policy.

ARTICLE VI: 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
4640 North Henry Boulevard
Stockbridge, Georgia 30281
Attention: City Manager

With a copy to:

Quinton G. Washington, Esq.
City Attorney
Washington, Dreyer & Associates, LLC
270 Peachtree St NW Suite 1040
Atlanta, Georgia 30303
Email: quinton@washingtondreyer.com

City of Stockbridge Development Authority
4640 North Henry Boulevard
Stockbridge, Georgia 30281
Attention: Chair

With a copy to:
Winston A. Denmark, Esq.
Denmark and Ashby LLC
100 Hartsfield Centre Parkway Suite 400
Atlanta, Georgia 30354
Email: wdenmark@denmarkashby.com

- 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.

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)
Anthony S. Ford, Mayor of Stockbridge, Georgia

ATTEST:

By: _____
Vanessa Holiday, Clerk of City of Stockbridge, Georgia

APPROVED AS TO FORM:

By: _____
Quinton Washington, City Attorney

City of Stockbridge Development Authority

By: _____
Ariel Shaw, Chair
City of Stockbridge Development Authority

APPROVED AS TO FORM:

By: _____
Winston A. Denmark, Counsel for City of
Stockbridge Development Authority

