

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA  
AND  
DEVELOPMENT AUTHORITY OF COLUMBUS, GEORGIA

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”), made and entered into this \_\_\_\_ day of August, 2024; by and between the CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA (“City”) and the DEVELOPMENT AUTHORITY OF COLUMBUS, GEORGIA, a public body corporate and politic created and existing under the laws of the State of Georgia (“Authority”);

RECITALS

WHEREAS, the Authority is a public body corporate and politic created and existing pursuant to the provisions of an act of the General Assembly of the State of Georgia (O.C.G.A, Chapter 36-62), as amended (the “Act”), and an activating resolution of the Council of Columbus, Georgia, adopted on June 2, 1972; and

WHEREAS, the Authority has been created to develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities and to promote the general welfare of the State of Georgia, and Section 36-62-2(l) of the Act empowers the Authority to issue its revenue obligations, in accordance with the applicable provisions of the Revenue Bond Law of the State of Georgia (O.C.G.A. Sections 36-82-60 - 36-82-85), as heretofore and hereafter amended, for the purpose of acquiring, constructing and installing any “project” (as defined in the Act) for lease or sale to prospective tenants or purchasers in furtherance of the public purpose for which it was created; and

WHEREAS, pursuant to Section 36-62-2(1) of the Act, a “project” includes “the acquisition or development of land as the site for an industrial park” and the term “development of land” includes the provision of water, sewer, drainage or similar facilities or transportation, power or communication facilities which are incidental for use of the site as an industrial park; and

WHEREAS, pursuant to the power granted to it under the Act and in accordance with agreements between the City and the Authority, the Authority has previously developed and constructed Columbus East Industrial Park (“CEIP”), Corporate Ridge Industrial Park (“CRIP”) and Muscogee Technology Park (“MTP”) (CEIP, CRIP and MTP being collectively referred to as the “Existing Industrial Parks”); and

WHEREAS, the City previously designated the Authority as the agent of the City to assist the City with the planning, design, engineering, construction and development of MTP by Resolution No, 4-02; and

WHEREAS, on November 2, 2021, the voters approved a new Special Local Option Sales Tax which included up to \$9,000,000 for economic development projects at MTP and other locations.

WHEREAS, the City desires to designate the Authority as the agent of the City to continue to assist the City with the continued development of MTP and other economic development projects contemplated by the 2021 SPOLOST (“the Projects”); and

WHEREAS, the Columbus Council by adoption of its Resolution No. \_\_\_\_\_, on \_\_\_\_\_, 2024 has authorized the execution of this Intergovernmental Agreement, and the Authority by adoption of its Resolution on August 1, 2024 has authorized the execution of this Intergovernmental Agreement

WITNESSETH:

In order to assist the City with the continued planning, design, engineering, construction and development of the MTP and other Projects and, in order thereby to carry out the public purposes as set forth above, the Authority and the City hereby agree as follows:

1. Agency. The City designates the Authority as its agent to coordinate and implement the Projects. The Authority hereby accepts the designation from the City as agent for the City to coordinate and implement the Projects and will keep the City advised of its progress in the coordination and implementation of the Project.

2. Completion of Existing Industrial Parks. Inasmuch as the planning, design, engineering, construction and sale and/or leasing of lots in the CEIP, CRIP have been substantially completed by the Authority, and the initial development, including the planning, design, engineering and construction, of MTP has been substantially completed, all in a manner that has developed and promoted for the public good and general welfare trade, commerce, industry and employment opportunities, the City acknowledges that the Authority has acted in furtherance of and satisfied all of its obligations to the City and to the public with respect to the Existing Industrial Parks. The City anticipates that the Authority will undertake the continued development of MTP and other Projects in a manner generally consistent with its development of CRIP and CEIP, subject to such further restrictions and covenants as the Authority deems appropriate and to target a South Columbus Redevelopment initiative.

4. City Obligations. The City understands and agrees that although the

Authority may enter into contracts and agreements in its own name and/or as agent for the City for the coordination and implementation of the Projects, the City will pay the cost of the Projects up to \$9,000,000 as such funding becomes available from Special Purpose Local Option Sales Tax funds (provided in the Notice of Election published on September 20, 27 and October 4, 11, 18, and 25, 2021 for imposition of Special Purpose One Percent Sales and Use Tax (SPLOST) for the construction of necessary infrastructure including roads and utilities to provide locations for new and expanding industries

5. Risk of Loss. So long as this Agreement is in effect, all risk of loss to that portion of MTP still held by the City will be borne by the City, and the MTP will be considered as an asset of the City for the purposes of application of its property and casualty insurance proceeds.

6. Permits. The City, or the Authority at the City's request, will apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the Project:

7. Term and Cooperation. The term of this Agreement shall commence with the execution and delivery hereof and shall extend until the Project is complete. The parties will cooperate with each other and with others having an interest herein in pursuing the completion of the Project in an efficient and timely manner. In no event shall the term of this Agreement exceed fifty years from the date hereof.

8. Governing Law. This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia.

9. Entire Understanding. This Agreement expresses the entire understanding and agreement between the parties hereto.

10. Severability. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

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

12. Amendments in Writing. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing executed by the parties hereto.

13. Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person or three (3) days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the Authority, at the addresses shown below or at such other addresses as may be furnished by the City or the Authority in writing from time to time:

City: Consolidated Government of Columbus, Georgia  
1111 1<sup>st</sup> Avenue (Zip 31901)  
P.O. Box 1340  
Columbus, Georgia 31902 -1340  
Attention: City Manager

With a copy to: Clifton C. Fay  
City Attorney  
P.O. Box 1340  
Columbus, Georgia 31902

Authority: Development Authority of Columbus, Georgia  
118 W 12<sup>th</sup> Street (Zip 31901)  
P.O. Box 1200  
Columbus, Georgia 31902 -  
Attention: Chairman -

With a copy to: Robert M. McKenna  
Page, Scramton, Sprouse, Tucker & Ford, P.C.  
P.O. Box 1199  
Columbus, Georgia 31902

14. Limitation of Rights. Nothing in this Agreement express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement and caused it to be delivered as of the date first above written

COLUMBUS, GEORGIA

By: \_\_\_\_\_  
Isaiah Hugley, City Manager

Attest: \_\_\_\_\_  
Clerk of Council

Approval As to Form:

\_\_\_\_\_  
Clifton C. Fay, City Attorney

DEVELOPMENT AUTHORITY OF  
COLUMBUS, GEORGIA

By: Sean Holcomb  
Chairman

Attest: Genevieve G. Gault  
Secretary

(Authority Seal)

