



## Session

Thursday, December 1, 2022

9:00 AM

Coweta County Development Authority

### Minutes

Attendee Name	Title/Company	Board	Status
John Daviston	Chairman	CCDA/DACC	Present
Rob Brass	Vice Chairman	CCDA / DACC	Present
Makisha Strickland	Secretary	CCDA/DACC	Present
Norman Lundin	Treasurer	CCDA/DACC	Present
Ronnie Clotfelter		CCDA/DACC	Present
Randy Cardoza		DACC	Present
Joe Griffith		DACC	Absent
Nathan Lee	Attorney	---	Present
Sarah Jacobs	President	---	Present
Scott Berta			Present

#### Meeting Called to Order

Chairman John Daviston called the meeting to order at 9:00 AM. There was a quorum present for each authority.

#### Invocation

Invocation was given by Rob Brass.

#### Agenda Amendment-

A MOTION was **MADE, SECONDED**, and **CARRIED** for **APPROVE** the agenda amendment to add in Allen Smith Consulting item.

Coweta County Development Authority Result: Approved Motioned Made by: Rob Brass Seconded by: Randy Cardoza Ayes: Daviston, Brass, Clotfelter, Cardoza, Strickland, Lundin
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#### Minutes – November 3, 2022 and November 10, 2022

A MOTION was **MADE, SECONDED** and **CARRIED** to **APPROVE** the Minutes from the Regular Meeting on November 3, 2022 and the Called Meeting on November 10, 2022.

Coweta County Development Authority  
Result: Approved  
Motioned Made by: Rob Brass  
Seconded by: Norm Lundin  
Ayes: Daviston, Brass, Clotfelter, Cardoza, Strickland, Lundin

#### Financial Reports- November 2022

A MOTION was **MADE, SECONDED**, and **CARRIED** for **APPROVE** the November financial reports.

Coweta County Development Authority  
Result: Approved  
Motioned Made by: Rob Brass  
Seconded by: Ronnie Clotfelter  
Ayes: Daviston, Brass, Clotfelter, Cardoza, Strickland, Lundin

#### Freyr Tile Resolution and Deed-

A MOTION was **MADE, SECONDED**, and **CARRIED** for **APPROVE** the Freyr Title Resolution and Deed recognized as two items in one motion.

Coweta County Development Authority  
Result: Approved  
Motioned Made by: Rob Brass  
Seconded by: Mak Strickland  
Ayes: Daviston, Brass, Clotfelter, Cardoza, Strickland, Lundin

#### Gregory Packaging-

A MOTION was **MADE, SECONDED**, and **CARRIED** for **APPROVE** the Gregory Packaging Quit Claim Deed.

Coweta County Development Authority  
Result: Approved  
Motioned Made by: Rob Brass  
Seconded by: Mak Strickland  
Ayes: Daviston, Brass, Clotfelter, Cardoza, Strickland, Lundin

#### Term Limits-

A MOTION was **MADE, SECONDED**, and **CARRIED** for **APPROVE** the removal of term limits of elected positions for the Coweta County Development Authority and the Development Authority of Coweta County.

Coweta County Development Authority  
Result: Approved  
Motioned Made by: Rob Brass  
Seconded by: Norm Lundin  
Ayes: Daviston, Brass, Clotfelter, Cardoza, Strickland, Lundin

#### Allen Smith Consulting-

A MOTION was **MADE, SECONDED**, and **CARRIED** for **APPROVE** the hiring of Allen Smith Consulting to manage the grant process for the Freyr Edge Grant

Coweta County Development Authority  
Result: Approved  
Motioned Made by: Norm Lundin  
Seconded by: Rob Brass  
Ayes: Daviston, Brass, Clotfelter, Cardoza, Strickland, Lundin

#### 2023 Board Meetings-

A MOTION was **MADE, SECONDED**, and **CARRIED** for **APPROVE** the 2023 Board Meeting Schedule

Coweta County Development Authority  
Result: Approved  
Motioned Made by: Randy Cardoza  
Seconded by: Rob Brass  
Ayes: Daviston, Brass, Clotfelter, Cardoza, Strickland, Lundin

Sarah Jacobs provided a president's report.

#### Executive Session-

A MOTION was **MADE, SECONDED**, and **CARRIED** for **APPROVE** entering into executive session.

Coweta County Development Authority  
Result: Approved  
Motioned Made by: Rob Brass  
Seconded by: Norman Lundin  
Ayes: Daviston, Brass, Clotfelter, Cardoza, Strickland, Lundin

### Exit Executive Session-

A MOTION was **MADE, SECONDED**, and **CARRIED** for **APPROVE** to end the executive session.

Coweta County Development Authority

Result: Approved

Motioned Made by: Rob Brass

Seconded by: Norman Lundin

Ayes: Daviston, Brass, Clotfelter, Cardoza, Strickland, Lundin

There being no further business, the meeting was adjourned at 10:06 AM with a MOTION by Rob Brass and a second by Norm Lundin

Respectfully Submitted,

Makisha Strickland, Secretary

RESOLUTION OF THE COWETA COUNTY DEVELOPMENT AUTHORITY  
ACCEPTING TITLE TO CERTAIN REAL PROPERTY FROM FREYR  
BATTERY US, LLC. AND AGREEING TO RECONVEY SUCH REAL  
PROPERTY IN CERTAIN CIRCUMSTANCES

WHEREAS, the Coweta County Development Authority (the “Issuer”), Freyr Battery US, LLC. (the “Company”), Coweta County, Georgia, the Coweta County School System and the Board of Tax Assessors of Coweta County entered into a Memorandum of Understanding (the “Memorandum of Understanding”) related to a lithium-ion battery manufacturing facility (the “Project”) that will be used by the Company; and

WHEREAS, under the terms of the Memorandum of Understanding, the Company is required to convey the real property on which the Project will be constructed (the “Project Site”) to the Issuer in connection with the issuance of a certain revenue bond by the Issuer (the “Bond”) for the benefit of the Company; and

WHEREAS, the Company proposes to convey the Project Site to the Issuer pursuant to the Quit-Claim Deed, dated as of December 1, 2022 (the “Company Quit-Claim”), executed by the Company in favor of the Issuer; and

WHEREAS, in the event that the Bond is not issued, it is necessary for the Issuer to convey the Project Site back to the Company pursuant to a Quit-Claim Deed (the “Issuer Quit-Claim”), executed by the Issuer in favor of the Company.

NOW THEREFORE BE IT RESOLVED BY the COWETA COUNTY DEVELOPMENT AUTHORITY, and it is hereby resolved by authority of the same, as follows:

1. Acceptance of Project Site. The Issuer hereby accepts the conveyance of the Project Site to it pursuant the Company Quit-Claim. The Company Quit-Claim shall be in substantially the form presented at this meeting.

2. Agreement to Reconvey the Project Site. In the event that the Bond is not issued on or before December 31, 2023, the Issuer shall reconvey the Project Site to the Company. The Project Site shall be reconveyed to the Company pursuant to the Issuer Quit-Claim. The Issuer Quit-Claim Deed shall be executed by the Chairman or the Vice-Chairman of the Issuer and may be attested by the Secretary or the Assistant Secretary of the Issuer, and the seal of the Issuer may be impressed thereon.

3. Repeal of Conflicting Resolutions. Any and all resolutions, or parts of resolutions, if any, in conflict with this resolution are hereby repealed.

4. Effective Date. This resolution shall be in full force and effect from and after its adoption.

Adopted and approved this 1<sup>st</sup> day of December, 2022.

COWETA COUNTY DEVELOPMENT  
AUTHORITY

(SEAL)

By:   
Chairman

Attest:   
Secretary

**QUIT CLAIM DEED**

GEORGIA, COWETA COUNTY

IN CONSIDERATION OF TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION receipt whereof is hereby acknowledged the Coweta County Development Authority, first party, does hereby remise, release, and forever quit-claim unto The Searchers South a Georgia LLC and operated as Gregory Packaging Inc its successors and assigns, all of the rights, title, interest and equity first party owns or has in and to the following described property, to-wit:

ALL THAT TRACT OR PARCEL OF LAND described on 17 Amlajack Blvd Newnan, Ga to this Quit Claim Deed and attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD said property, so that neither first party, nor successors, or assigns, nor any other person holding under first party, shall have any right, title or interest or equity in same.

IN WITNESS WHEREOF, the said first party has hereunto set his hand and seal this the 3<sup>rd</sup> day of November, 2022.

Signed, Sealed and Delivered this  
3<sup>rd</sup> day of November, 2022.  
In the presence of:

  
Unofficial Witness

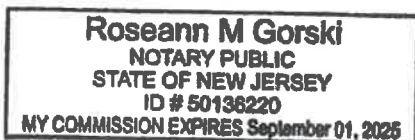
  
Notary Public

My Commission Expires 9/01/2025

Coweta County Development Authority

By: 

Attest: \_\_\_\_\_





**Agreement between Allen-Smith Consulting &  
the Coweta County Development Authority  
for OneGeorgia Authority EDGE  
Grant Writing and  
Grant Administration Services for  
Project Nova  
Dated: November 30, 2022**

**THIS AGREEMENT**, made and entered into by and between the **Coweta County Development Authority** (hereinafter called the **CLIENT**) and **Allen-Smith Consulting**, (hereinafter called the **CONSULTANT**),

**WITNESSETH:**

WHEREAS the **CLIENT** desires to apply for an OneGeorgia Authority EDGE Fund Grant, receive funding from the Georgia Department of Community Affairs, and comply with the terms of the Georgia Department of Community Affairs' requirements for EDGE grants. **The EDGE grant funds will be used to assist the CLIENT with project costs associated with the location of Project Nova** (hereinafter called the **PROJECT**) and is desirous of competent and capable grant writing and administration services for said **PROJECT**;

WHEREAS the **CONSULTANT** is staffed with professional consultants and is experienced in EDGE grant writing and grant administration;

NOW, THEREFORE, the **CLIENT** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of performance of professional grant writing and grant administrative services by the **CONSULTANT**, and payment for those services by the **CLIENT** as set forth and attachments hereto:

**SECTION 1.0 - GRANT WRITING SERVICES, INCLUDING COMPLETENESS ITEMS**

The **CONSULTANT** shall provide grant writing services for the **PROJECT** as defined herein and is limited to those services specifically set forth herein. The **CONSULTANT** will meet the Georgia Department of Community Affairs' (DCA) and Georgia Department of Economic Development's (GDEcD) application preparation and submission due date with the understanding that not all required information can be gathered and provided to the **CONSULTANT** within this time period resulting in a Completeness Item Letter/Email from DCA. ***The application will be submitted to DCA through its online Ecivis/GraAM system.***

- A. Identify specific project needs and define objectives for the **PROJECT** with regard to the EDGE guidelines. (ie how will EDGE funds be used).
- B. Preparation of a Preliminary Source and Use analysis of the proposed **PROJECT** based on information provided by the **CLIENT** and other project representatives.
- C. Define Project Scope as related to the "Recommendation Letter" provided by the Georgia Department of Economic Development and the "Invitation Letter" from Georgia Department of Community Affairs.
- D. Coordinate and collect all required documentation for the application from the appropriate parties, including commitment letters, draft bond documents, and resolutions, as applicable.
- E. Review project costs with the **CLIENT** and all project representatives.





- F. Review and incorporate LOCI documentation, or comparable impact documentation, into the EDGE Application.
- G. Complete the Georgia Environmental Policy Act (GEPA) checklist for the application based on environmental information from project representatives and environmental documentation.
- H. Prepare a draft inducement resolution for the CLIENT to adopt for the application.
- I. Secure CLIENT signatures on the appropriate forms for the application.
- J. Consult with DCA regarding specific project requirements needed for review of the application.
- K. Prepare and submit the application online to DCA by the deadline (*usually thirty days*) set forth in the DCA Invitation Letter to the CLIENT.
- L. **Post Submittal / Completeness Item Letter:** Continue to work with the CLIENT and PROJECT representatives to provide "Completeness Items" to DCA for the award of the EDGE grant.
- M. Provide the CLIENT with a set of project folders.

The CONSULTANT will furnish one hard copy of the application to the CLIENT for its files. All documentation is considered confidential by the CONSULTANT.

#### **SECTION 2.0 - ADMINISTRATION SERVICES**

*The CLIENT is not responsible for payment of administration if the EDGE grant is not funded, or project ends prior to administration services being rendered.*

If the application is approved by the GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS, the CONSULTANT shall provide administrative services for the PROJECT as defined herein and is limited to those services specifically set forth herein. ***All administrative work for this project will be conducted on DCA's ECIVIS/GRAAM online system or similar system as decided by DCA. The CONSULTANT will assist the CLIENT with creating and accessing the online system for the award phase.***

- A. The CONSULTANT shall provide administrative services for the PROJECT as follows:
  - 1. **GRANT AWARD**
    - a) Review all Special Conditions with the CLIENT and develop plan of action to address the Special Conditions.
    - b) Assist the CLIENT to review and execute the grant award package.
    - c) Review the GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS' funded Source and Use of Funds Statement with the CLIENT.
    - d) Work with the CLIENT to complete the grant award package and submit it on time to the GEORGIA DEPARTMENT OF COMMUNITY.
    - e) Conduct Kick-Off Meeting with CLIENT, PROJECT REPRESENTATIVES, and DCA Representative to review project requirements and timeline.
  - 2. **GRANT ADMINISTRATION, FINANCIAL & FILE MANAGEMENT, IF THE EDGE IS FUNDED**
    - a) Work with CLIENT and appropriate parties to address all Special Conditions of the grant.
    - b) Establish Financial Books, including setting up financial records for the EDGE funds and other funds as required.



- c) Prepare drawdowns (Financial Reports) and submit to CLIENT for processing and submittal to the GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS.
- d) Maintain Financial Books for the project to be presented to the CLIENT upon project completion.
- e) Prepare quarterly or as required by DCA, Progress Reports, documenting expenditures, and job creation for the CLIENT to sign and submit to the GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS.

B. Items specifically not included in the basic fee are as follows:

- 1. Amendments to change the original scope of the grant and supporting documents relating thereto.
- 2. Advertising, legal, fiscal, auditing and permit fees.
- 3. Drafting legal documents, such as leases, MOUs, etc.

### **SECTION 3.0 - CLIENT's RESPONSIBILITIES**

The CLIENT's responsibilities to the CONSULTANT shall specifically include but not be limited to those items set forth herein.

A. The CLIENT's responsibilities to the CONSULTANT shall be:

- 1. To provide full information as to the CLIENT's requirements for the PROJECT and to provide copies of all correspondence pertaining to the PROJECT *(including GDEcD, DCA and PROJECT correspondence and contact information relative to the EDGE funding, such as Memorandums of Agreements/Understandings, local incentive letters, Performance and Accountability Agreement)*
- 2. To make available from the CLIENT's files any data and information necessary to provide continuity and accountability of PROJECT funds and/or materials.
- 3. To provide original or copies of studies, reports, proposals, and other documents necessary to provide an audit trail of all monies expended and received.
- 4. Designate a person to act as the CLIENT's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.
- 5. Give prompt written notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or changed circumstances affecting the PROJECT.
- 6. The CLIENT shall be responsible for compliance with such conditions of the grant as may be imposed by the ONEGEORGIA AUTHORITY or GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS.



7. Introduce CONSULTANT to the PROJECT Representative(s) who is essential for the provision of information necessary to complete the application as well as effectively administer the project, if funded.
8. Advise CONSULTANT of "trade secret" or "Confidential" documentation or information. The CONSULTANT can sign a Non-Disclosure Agreement if required.

#### **SECTION 4.0 - PERIOD OF SERVICE**

- A. The CONSULTANT's service shall be commenced immediately upon the written authorization of the CLIENT and shall be completed in a timely manner to facilitate completion of the PROJECT.
- B. However, it is understood that the CONSULTANT shall not be held liable or responsible to the CLIENT if the CONSULTANT is delayed in or prevented from performing the services specified herein, because of any cause or causes beyond the control of the CONSULTANT, and not due to the CONSULTANT's own fault or negligence including, but not limited to, acts of God, inclement weather conditions, floods, fires, acts of the government, epidemics or failure of the other parties to fulfill any of their responsibilities.

#### **SECTION 5.0 - FEES FOR PROFESSIONAL SERVICES**

The CLIENT agrees to pay, and the CONSULTANT agrees to accept for the services described in the above Sections, the following amount unless an addendum to this contract is approved by the CLIENT:

- A. **GRANT WRITING & GRANT ADMINISTRATION FEES**
  1. Grant Application Planning and Preparation, Includes Addressing the Completeness Letter Items from DCA \$ 12,000.00
  2. Grant Administration, Financial/File Management & Close Out of Grant \$ 9,000.00

**Our Fee for the above services will be a total of Twenty-One Thousand Dollars and no/100 (\$21,000.00)**

- B. **HOURLY FEES**
  1. **General Additional Services:** In the event the CLIENT issues instructions to CONSULTANT to perform certain additional professional services for the PROJECT beyond the scope of services contained in this agreement OR the work required surpasses the grant period outlined in the grant award documents, the CONSULTANT will provide the additional services at an hourly rate of \$125.00.



C. PAYMENT SCHEDULE

1. The CONSULTANT will submit monthly invoices via email to the CLIENT for services performed by the CONSULTANT. The amounts of said invoices will be based upon the amount and value of the work and services performed by the CONSULTANT under this Agreement. **Please provide an email address to the CONSULTANT where invoices can be emailed for payment.**
2. The CLIENT will pay the CONSULTANT within fifteen (15) calendar days of the date of the invoices submitted by the CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Coweta County Development Authority

By: \_\_\_\_\_

By: \_\_\_\_\_

Allen-Smith Consulting, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_