RESOLUTION #25-66

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF DUBLIN, GEORGIA APPROVING A MEMORANDUM OF AGREEMENT WITH THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS (DCA) PARTICIPATE IN THE PLANFIRST PROGRAM; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; TO SET AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Georgia Department of Community Affairs (DCA) operates a program known as PlanFirst to recognize and reward communities that clearly demonstrate an established pattern of successfully implementing their Local Comprehensive Plan; and

WHEREAS, to receive a PlanFirst designation from DCA, a county or municipality must make application and be evaluated in accordance with strict criteria; and

WHEREAS, the City of Dublin has maintained its designation of a PlanFirst community since 2016; and

WHEREAS, participation in the PlanFirst program lasts for three (3) calendar years, during which the PlanFirst designation brings significant recognition and rewards including:

- Statewide recognition as being an exemplary PlanFirst community;
- The ability to apply for CDBG annually during the designation period;
- Reduced interest rates for DCA's Employment Incentive,
 Redevelopment Fund, and Downtown Revolving Loan Fund
 programs;
- Tools and support provided by DCA to help meet plan implementation goals; and

WHEREAS, the City has made application for and has received the PlanFirst designation renewal pending the City's approval and entering into a three (3) year Memorandum of Agreement with the DCA commencing January 1, 2026; and

WHEREAS, the Mayor and Council find such agreement and the City's continued participation in PlanFirst to be in the interest of the public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF

THE CITY OF DUBLIN that the terms of the memorandum of agreement with DCA, (the "MOA"), a form of which is attached hereto as Exhibit "A" and, by this reference thereto, incorporated herein as a part hereof, are hereby accepted and approved by the governing authority of the City of Dublin and that the Mayor is authorized to execute and deliver the same in substantially the same form as Exhibit "A", subject only to such changes, insertions, and omissions as may be approved by the Mayor. The execution of the MOA as provided herein will be conclusive evidence of any such approval.

BE IT FURTHER RESOLVED that all acts of the City, its officers and employees in connections with the execution, delivery, and performance of the MOA is hereby approved, ratified, and confirmed. In order to carry out the transactions contemplated by the MOA the Mayor and City Manager, or his or her designee, and the City Clerk are hereby authorized and directed to execute and deliver any closing papers and certificates, or to take any other actions as may be necessary to effect performance of the MOA consistent with the terms of the MOA and this Resolution

BE IT FURTHER RESOLVED that this resolution shall have immediate effect upon its adoption.

SO RESOLVED by the Mayor and Council of the City of Dublin this _	1100	_ day
of <u>December</u> , 2025 by a vote of <u>6</u> to <u>0</u> .		

CITY OF DUBLIN, GEORGIA

Joshua E. Kight,

Mayor

ATTEST:

R. Blake Daniels, Interim City Clerk

STATE OF GEORGIA COUNTY OF FULTON

MEMORANDUM OF AGREEMENT BETWEEN GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND CITY OF DUBLIN

Comm	This Memorandum of Agreement (the "MOA") is made and entered into this day, 20 ("Effective Date") by and between the Georgia Department of unity Affairs ("DCA"), whose address is 60 Executive Park South, NE, Atlanta, Georgia
	and City of Dublin ("Designee"), whose address is 100 S. Church St, Dublin, GA 31021, ively referred to as the Parties.
	WHEREAS, DCA offers a PlanFirst ("PlanFirst") program that recognizes and rewards unities that clearly demonstrate an established pattern of successfully implementing their comprehensive plan;
basis;	WHEREAS, the PlanFirst designation is awarded to local governments on an individual
comm	WHEREAS, on May 15, 2025, the Designee applied to be considered an eligible unity under the PlanFirst program;
Design	WHEREAS, on September 15, 2025, DCA approved, recognized, and awarded the nee to be designated as a PlanFirst community; and
and the	NOW, THEREFORE, in consideration of the mutual promises contained herein, DCA e Designee do hereby agree as follows:
	1. <u>Term</u> :
	a. This initial term of this MOA shall commence on the Effective Date and shall be for a period of three (3) years from the 1 st day, of January 2026 to the 31 st day, of December 2028, unless terminated pursuant to the termination provision contained in this MOA.

a. DCA agrees to the following:

2. DCA's Responsibilities:

i. To provide the Designee access to DCA tools and assistance in support of the Designee's plan implementation goals for the duration of this MOA;

- ii. To provide the Designee state-wide recognition for plan implementation successes:
 - 1. To recognize the Designee on DCA's website;
 - 2. To list the Designee on all PlanFirst outreach flyers;
 - 3. To list the Designee on all PlanFirst presentations; and
 - 4. To provide and award the Designee one plaque and one certificate for their recognition as a PlanFirst Designee.
- iii. To provide the Designee access to three additional bonus points on Housing Tax Credit applications with an approved revitalization plan;
- iv. To provide the Designee eligibility to compete annually (rather than biannually) for state-administered Community Development Block Grant ("CDBG") funding (Department of Housing and Urban Development CDBG non-entitlement communities, only);
- v. To provide the Designee interest rate reduction of one hundred basis points (1%) for approved loans through the Employment Incentive Program ("EIP");
- vi. To provide the Designee interest rate reduction of one hundred basis points (1%) for approved loans through DCA's Redevelopment Fund Program;
- vii. To provide the Designee interest rate reduction of one hundred basis points (1%) for approved loans through DCA's Downtown Development Revolving Loan Fund Program ("DDRLF");
- viii. To provide the Designee free attendance at any community planning institute event for up to two community representatives per PlanFirst designation cycle;
- b. DCA agrees to refer the Designee to GEFA for an interest rate reduction of 50 basis points (½%) for approved state loans.

3. The Designee's Responsibilities:

- a. The Designee agrees to the following:
 - i. To continue to strive for planning excellence in all areas of comprehensive plan development and implementation;
 - ii. To participate in the PlanFirst program by supporting a staff member's participation as a PlanFirst Reviewer, for application review as well as on-site visits to applicant;
 - iii. To participate as a presenter at a community planning institute event, when and if called upon;
 - iv. To submit one plan implementation success story for inclusion on DCA's planning success stories and best practices when requested by DCA's program manager (no more than once per year);
 - v. To maintain eligibility as a qualified local government ("QLG") by having an approved comprehensive plan and service delivery strategy and being current on all required reporting to DCA. In the event of loss

- of the QLG status by a PlanFirst community, the incentives awarded by designation will be suspended until QLG status is restored; and
- vi. To promulgate the comprehensive plan and foster local access to the plan by making it generally available through the community's website.

4. General Provisions:

- a. <u>Entirety of Agreement</u>: This MOA represents the entire MOA between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- b. <u>Amendments</u>: Either party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA, that are mutually agreed upon by and between the Parties to this MOA, shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOA.

c. Termination:

- i. If the Designee violates any of its responsibilities under this MOA, DCA shall thereupon have the right to terminate this MOA; however, DCA must give a written notice of this intention to do so by providing at least thirty (30) days notice to the Designee.
- ii. Once this MOA is terminated, the Designee shall return any affected loan percentage rates back to the current normal interest rate and discontinue using any PlanFirst branding or identifying marks associated with the PlanFirst designation.
- d. <u>Authority</u>. The undersigned hereby attests that he is authorized to enter into this MOA on behalf of the Designee and certifies that neither the Designee nor its officials have violated any applicable provision of state law in the execution of this MOA.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK] [SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this MOA to be effective as of the day and year first written above.

CITY OF DUBLIN

Title: Mayor

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

Title: Commissioner