



Monthly Meeting Summary
Downtown Development Authority
Virtual Meeting
Wednesday, August 16, 2023
East Point, GA 30344
5:00 pm

I. Call to order

The call to order was placed by Ms. Appleby at 5:25 pm.

Board Members Present:

Marc Hardy (Vice-Chairperson), Richard Dillard, and Henry Adeleye

Staff/Attorney Present:

Maceo Rogers (Director of Economic Development); Rhonda Appleby (Economic Development Specialist/Staff Liaison); Susan Pease Langford (Presiding Attorney – Butler Snow, LLP)

II. Approval of the agenda

A quorum was not reached; therefore, the agenda was not approved.

III. Economic Development Report

Mr. Rogers provided the following updates:

- Cultured South Brewery (dba Atlanta Utility Works) had their grand opening. The owner has applied for an alcohol license.
- The SBA celebrated its 70th anniversary at Arden Gardens (2181 Sylvan Road). Arden Gardens was recognized as one SBA's most successful companies in Georgia.
- The Owens Illinois site is under contract. A mixed-use development is proposed.
- The Commons development Purchase Sale Agreement (PSA) was moving closer to being approved and finalized by the Council. The Atlanta Regional Commission (ARC) was slated to handle the land disturbance impact submittal. The DDA would be involved with the financial structure of the development.
- Microsoft Project, located at South Meadow Business Park, was moving forward. The substation design was still under consideration due to the area's resident health concerns. A community meeting to address concerns was held at the 4-Points by Sheraton Hotel on Camp Creek Parkway.
- The Washington Road old Volkswagen site is for sale. The Economic Development Department has been actively marketing the site.
- The Economic Development Department was also marketing the vacant land located at Washington Road and Main Street, next to the CVS.
- "Eat My Biscuit" grand opening that was slated for August 30 was postponed. A new grand opening date to be announced.
- Dollar General location scouts were exploring the vacant Rite Aid site on Washington Road and DeLowe Drive. The store would carry frozen and canned goods, which have been deemed unhealthy food choices for the community. The city has been exploring healthier food outlets. Currently, the city has an ongoing moratorium with Dollar General/Family Dollar stores.

Attorney Langford stated that she has had communications with the city regarding the DDA's position on the Commons PSA. According to Attorney Langford, the Commons PSA was structured to identify the city and the DDA as the Sellers. The DDA cannot list itself as the Seller and transact property to the developer until the authority's property was properly structured and transferred from the city. An intergovernmental agreement must be in place. Upon reviewing the current PSA, Attorney Langford stated that there are representations and warranties, which the DDA cannot provide. There may be a possible simultaneous transfer from the city to the DDA to the developer. If not, the DDA may be responsible for expenses, such as insurance, maintenance, or site security. Those obligations would lead way to who would be the responsible party.

Attorney Langford advised that the DDA must be careful not to violate the city's procurement laws. Attorney Langford went on to advise that when the properties are transferred to the developer, the DDA laws must comply with the city's procurement laws. As the agreement develops, Attorney Langford stated that she would seek further directions from the DDA. At this point, Mr. Hardy expressed his concerns over the city's lack of shared information regarding the Commons development and the DDA's budget. Attorney Langford cautioned Mr. Hardy that the aspects of the PSA mentioned were possibilities that may occur. Mr. Rogers added that the Commons development was a city driven initiative; therefore, the DDA's role would be to facilitate a portion of the financial structure in the development. Mr. Hardy then asked if there was a blanket indemnification or potential risk in place identifying the board for any liabilities. Attorney Langford answered by saying that there was no indemnification structure in place; however, there are two (2) agreements currently in place - the developer's agreement signed by the city in October 2021 (the DDA was not a part of that agreement) and the PSA (the DDA would be an involved party). Attorney Langford agreed that the board needed to review all risks involved and make certain concessions upon becoming involved in the negotiations. Mr. Hardy felt that the DDA should be aware of the financial commitment to the project. Mr. Rogers stated that when that situation arises, he would request a budget amendment from the city.

Attorney Langford inquired if the DDA and city had an Intergovernmental Agreement (IGA) in place. Ms. Appleby stated that she would research the matter. Mr. Hardy stated that, upon retaining an attorney, certain charges were to be implemented, such as making sure the board's charter was current, all articles were appropriate, and bylaws updated.

Mr. Dillard asked if the authorities were a requirement of the city and needed for the facilitation of the PSA. Mr. Rogers stated yes and explained why the requirement was necessary. Mr. Dillard then asked if the city had considered the DDA's opinion on the project. Mr. Rogers answered by saying yes and went to explain that the city was currently focusing on getting the Developer Agreement and PSA's infrastructure in place. Afterwards, the city would focus on the financial component, which is where the DDA would become involved. He mentioned that the recent retreat held with the city, the various boards, and authorities identified each entity's responsibilities and roles.

Mr. Hardy felt that organizational documents should be drafted and an intergovernmental relationship with the city should be formed. Attorney Langford agreed and mentioned that upon her retainership, she reached out to the city officials to introduce herself, but to no avail. She stated that she would continue to reach out to the city officials on behalf of the DDA.

Attorney Langford informed that she reviewed the board's composition and provisional statute laws. She stated that the law's written language was not concise and clear regarding the qualifications of being a board member. She felt that the language needed to be clarified.

Mr. Hardy expressed his concern about the city's oversight involving the management of the board's checking account and the identification of property owned by the DDA. Ms. Appleby stated that since the DDA is a subsidiary of the city and currently solely dependent upon the city for its financial resources, there would be some oversight from the city. She stated that at her request, the city opened a checking account with Regions Bank - downtown East Point branch. As a procedural matter, Regions Bank required information and signatures from the board's Chairperson and Treasurer. Ms. Appleby stressed that, upon repeated requests, the board's Chairperson and Treasurer never submitted the required information to Regions Bank; therefore, the checking account was never fully activated.

Ms. Appleby addressed Mr. Hardy's concern regarding the DDA's land ownership. She stated that in all, the DDA owned less than an acre of land at the Commons, including the sidewalk parcel sold to GDOT.

IV. Old Business

Ms. Appleby informed the board that the Georgia Downtown Association annual conference/training will be held in Canton, GA on August 20-24, 2023. Ms. Appleby registered board members Carl Semien and Sarah Carson to attend the conference.

Ms. Appleby informed Mr. Dillard that as state law dictates, new board members must undergo basic development authority training within one (1) year of appointment. The city will pay for the training and traveling costs. On Mr. Dillard's behalf, Ms. Appleby stated that she would research available training dates at the Georgia Department of Community Affairs (DCA) and the University of Georgia Carl Vinson Institute of Government and register him.

V. New Business

- a) *Introduction of new board member Richard Dillard, Owner of Rich & Pour Opulence Lounge (1606 W. Cleveland Ave)*

Ms. Appleby introduced Mr. Dillard to the board.

- b) *Renewal of legal retainer contract for Susan P. Langford (Butler Snow, LLP)*

Ms. Appleby informed the board that Attorney Langford's contract was scheduled for renewal. She stated that the board needed to decide on renewing the contract for one (1) year (expiring June 2024) or two (2) years (expiring June 2025).

Adjournment

Having no further business, the meeting properly adjourned at 6:29 pm.

Summary properly recorded by:

Rhonda Appleby

(Rhonda Appleby, Recording Secretary)