



Monthly Meeting Summary
Downtown Development Authority of East Point
Wednesday, December 20, 2023
City Hall
East Point, GA 30344
5:00 pm

I. Call to order

The call to order was placed by Ms. Appleby at 5:27 pm.

Board Members Present:

Sonia Booker (Chairperson), Marc Hardy (Vice-Chairperson), Jeremy Farmer (Treasurer), Richard Dillard, Henry Adeleye, and Carl Semien

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

Mr. Hardy motioned to approve the agenda as written. Mr. Semien seconded the motion.
Approved unanimously, the motion carried.

III. Economic Development Report

Mr. Rogers reported the following updates:

- The city has an Acting Interim City Manager, Jeffery Reeves, and Acting Interim Finance Director, Cynthia Hammond. The city was exploring hiring a City Attorney.
- Groundbreaking for the Commons is slated for December 29, 2023.
- The city's inauguration will take place on December 30, 2023.
- The city has incorporated a Destination Marketing Organization (DMO).
- The Economic Development Department will be conducting a feasibility study, which will identify the needs of the city. The study will be conducted into two (2) parts – the feasibility study and a convention hotel aspect. The Economic Development Department will be working with the DMO on the convention hotel aspect.
- The city launched an urban agricultural grant initiative. This initiative would assist in educating the citizens on how to grow fresh vegetables and fruits.
- The Main Street Farmer's Market entered into a partnership with Yuri and Nature. Yuri and Nature is located on the former Living Well site.
- A second retreat is being planned for the authorities, staff, and council. The department was looking at dates between January and March 2024.

Mr. Hardy inquired about the status of the previously requested downtown district business listing. Ms. Appleby informed the board that she was waiting for information from the Planning

and Community Development Department and the GIS Department. Once received, she would distribute to the board.

Since City Manager Deron King was no longer with the city, Mr. Hardy inquired about the status of the auditorium. Mr. Rogers stated that he would address the matter with the Acting Interim City Manager. He noted that interior demolition work has begun.

Mr. Semien inquired about the status of the old VW site. Mr. Rogers stated that the previous owners went into foreclosure and the property was placed back on the market. He stated that the city demolished the structures on the site.

So that they could identify the parameters of the downtown district, the board requested a tour of the downtown district. Mr. Rogers stated that he would plan a bus tour for early next year.

Attorney Langford asked if there was a city-wide listing of vacant or abandoned properties. Mr. Rogers stated that his department generated a monthly property listing report through CoStar, which is an online commercial real estate software. Mr. Rogers noted that many property owners do not want to publicly advertise their vacant properties; therefore, all available properties are not listed in the CoStar report. Ms. Booker inquired about the available properties in the 50 Worst Property report. Mr. Rogers stated that those properties are unavailable due to legalities. Attorney Langford suggested for staff to provide the board with a comprehensive listing of commercial properties via the GIS Department and the new interim City Manager's office. This commercial property listing report could be broken into various categories and viewed by both the DDA and the city. Mr. Rogers suggested having a representative from the GIS Department attend a future meeting.

IV. Legal Report

a. Commons Parcels 3 and 10

Attorney Langford reported that the city and MYND Match have not signed off on the final Purchase Sale Agreement (PSA). She stated that an earlier version of the PSA was signed by both parties; however, that agreement was retracted. She explained that MYND Match had found that the city had not accounted for all of the parcels needed for their project; therefore, MYND Match retracted their signings. Between the city and MYND Match's real estate lawyer, missing parcels were identified, and a procedure was implemented. The two (2) parcels that impacted the DDA are parcel three (3) and ten (10). In addition, the owner of parcel 18 was not willing to sell. MYND Match decided that they could develop their project around the unavailable parcel and, the city decided to state its terms for the two parcels owned by the DDA. The board needed to decide to go forward with those terms. If so, a formal resolution would have to be drafted and adopted. In 2010, the DDA conveyed parcel ten (10) to the city; however, the wrong legal description was attached to the deed. The city requested the DDA to correct the deed so that parcel ten (10) could be acknowledged and recorded. The DDA would not incur the cost for this process.

Regarding parcel three (3), Attorney Langford noted an earlier discussion by the board of transferring the parcel to the city for \$50,000. The city still wanted the transfer; however, the sale of the parcel has to be \$47,622.08, which is the exact calculation per acreage of \$17.93 per square foot. Attorney Langford advised that she has not done any real estate research on the matter nor was aware if any of the title searches were incorrect. She advised that she was simply reporting the matter to the board.

Attorney Langford stated that the board needed to decide if they are willing to correct the deed from 2010 and accept the transfer conditions. Attorney Langford went on to state that according to a document sent by Geneasa Elias, Deputy City Manager, the language specified that “the new amended PSA states that the parties acknowledge that as the effective date, the seller does not have a fee simple title to parcels 3, 10, 24, and 26. The parties acknowledge and agree that parcels three (3) and ten (10) are owned by the Downtown Development Authority of the City of East Point, GA.”

Ms. Booker motioned to resolve or correct the legal description for parcel ten (10) and accept the city’s offer for parcel 3 for \$47,622.08, based on the appraisal plus any legal or real estate related fees associated with the sale or transfer of the property. Attorney Langford added a friendly amendment to the motion by saying the \$47,622.08 was based on the total appraised value of \$17.93 per square foot. She went on to add that parcel three (3) was represented to be 2656 square feet, which was based on a total purchase price of approximately \$5.2 million from the total appraisals for the Commons. **Approved unanimously, the motion carried.**

b. Memorandum of Understanding (MOU)

Attorney Langford informed the board that she met with Mr. Rogers, Ms. Appleby, and Geneasa Elias regarding drafting articles for the MOU. Attorney Langford stated that they discussed the following items for the MOU:

- The DDA being involved and informed of any projects in the downtown area.
- The oversight of operational funding from the city. Annually, the city funds the DDA operational costs. Currently, the money stays with the city, but is allocated to the DDA when a need arises. A discussion was made regarding having a lump sum go directly to the DDA or having continued oversight by the city.
- Programs/projects the DDA may decide to initiate, such as a façade grant program. If the DDA decided to embark on a designated program, the DDA would then approach the city with a cost and all the details pertaining to the program. In addition, the DDA may also explore grant initiatives for projects.

Mr. Hardy and Mr. Dillard felt that the operational funding set aside for the DDA should go into a DDA account. Mr. Rogers mentioned that the DDA’s yearly budget was determined by current and future program initiatives. Ms. Booker asked if the DDA could create some sort of savings account. Ms. Appleby stated that it was her belief that the city would not fund the board just to create a savings account; however, if the board had active projects that span over various budget years, then the city would continue to fund those projects. Attorney Langford stated those variables needed to be stated in the MOU. She cautioned that at each budget cycle, the city would review the DDA’s account and determine not to fund as much money as the previous year budget. Mr. Farmer counseled that if the board decided to have funding go directly into a DDA account, then the board would have to manage the money and be intentional with what they wanted to do with the money.

Mr. Hardy insisted on staff providing the board with a budget balance sheet and for the board to be involved in developing their yearly budget. Ms. Appleby stated that the Economic Development Department based the DDA’s yearly budget request on attorney fees, proposed training costs, and other miscellaneous costs. Mr. Rogers stated that if the board had any initiatives that they wanted to fund, such as hosting events or sponsoring conferences, he would bring them forward to the city for approval.

Attorney Langford mentioned that at the beginning of next year, she would create a form that would state some form of certification to serve on the DDA board. She would review the laws that clarify the appointment process and ensure that those laws were being followed correctly by the city council and that each board member meets the criterion, according to state law, to serve on the board. Attorney Langford went on to state that she would compose a document that tracks what the law states to make sure all board members were governed in accordance with those terms, such as being a downtown business owner, living in the area, etc.

Attorney Langford added that she researched laws governing board term limits. She stated that in the past, it was generally believed that when a council member vacates their seat, then the appointed board member must leave the board. Through her research, Attorney Langford found that there was not a one-to-one correspondence between the council and their appointments. If a board member was appointed for a full four (4) year term, regardless if the appointing council person loses his/her election or resigns, that board member maintain his/her seat.

V. Old Business

a. Discussion and possible action on the legal retainer contract for Attorney Susan P. Langford

Mr. Hardy motioned to approve Butler Snow, LLP contract as written and presented by Attorney Langford. Ms. Booker provided the second. **Approved unanimously, the motion carried.**

Mr. Farmer motioned to approve Butler Snow, LLP contract for a two (2) year option. Mr. Adeleye provided the second. **Approved unanimously, the motion carried.**

VI. New Business

Mr. Rogers stated that the Economic Development was in the process of coordinating another retreat. He asked the board members to review their calendars and provide staff with available dates.

Mr. Dillard inquired about additional parking for the downtown businesses when the Commons development got underway. Mr. Rogers stated that there was additional parking at the Customer Care building and at the city hall parking lot. Mr. Dillard expressed his concerns about the safety of the patrons if they had to park far away.

Adjournment

Mr. Hardy placed a motion on the table to adjourn the meeting. Mr. Adeleye seconded the motion. **Approved unanimously, the motion carried.** Having no further business, the meeting was properly adjourned at 7:56 pm.

Summary properly recorded and transcribed by:

Rhonda Appleby

(Rhonda Appleby, Secretary/Staff Liaison)