



**Monthly Meeting Summary
Downtown Development Authority of East Point**

Wednesday, October 18, 2023

City Hall

East Point, GA 30344

5:00 pm

I. Call to order

The call to order was placed by Ms. Appleby at 5:21 pm.

Board Members Present:

Sonia Booker, (Chairperson), Marc Hardy (Vice-Chairperson), R. Sarah Carson, Carl Semien, Richard Dillard, and Henry Adeleye

Staff/Attorney Present:

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

II. Approval of the agenda

Mr. Adeleye motioned to approve the agenda as written. Mr. Semien seconded the motion.

Approved unanimously, the motion carried.

III. Approval of the Synopsis: August 16, 2023

Ms. Booker motioned to approve the synopsis of August 16, 2023. Mr. Adeleye seconded the motion. **Approved unanimously, the motion carried.**

V. Economic Development Report

Mr. Rogers reported the following updates:

- The Microsoft project was finalized. Construction to begin at the South Meadows Business Park.
- Grand openings for “Eat My Biscuit” (downtown location) and “Crumble Cookies” (located at Camp Creek Parkway).
- The property site at 1720 Washington Road is under contract. Property currently zoned as CR (commercial retail).
- The property site next to CVS is under contract. The new owner, Luster Sims, is proposing a mixed-use development.

The board inquired as to how the Economic Development Department market property sites. Mr. Rogers answered by saying that on the city’s behalf, sites are marketed with CoStar or other internal means. Mr. Hardy then asked if the DDA’s services was part of the Economic Development’s marketing incentives. Mr. Rogers replied yes.

Mr. Rogers mentioned that the Commons project was moving forward, and the Purchase Sale and Development Agreement (PSA) was finalized. He stated that Attorney Langford has been in discussions with Excell Lewis (Owner of MYND Match/ Commons Developer) and the Deputy City Manager.

Attorney Langford stated that she exchanged emails with Excell Lewis regarding the transfer of two (2) DDA owned parcels at the Commons. Attorney Langford stated that she needed directions from the board on the following options:

1. If the DDA wanted to “gift” the land parcels to MYND Match.
2. If the DDA wanted to be compensated for the land transfers.
3. If the DDA wanted to institute any restrictions for the land parcels.

Ms. Carson asked Attorney Langford if the current PSA contemplated another price tag on top of what was already stated within the agreement. Attorney Langford answered by saying that it was her belief when the city and developer entered into the agreement, both entities anticipated the participation of the DDA along with the attempt to transfer 100% of the land that was needed.

Mr. Hardy asked Attorney Langford who would compensate the DDA in the land transfers – the city or the developer. Attorney Langford replied that the compensation would come from the developer. Attorney Langford surmised that the city or developer may not have an appraisal done on the two (2) parcels; however, the DDA could request to have an appraisal done.

Ms. Booker felt that since the PSA was finalized, the DDA should work with the city first before working with the developer. She stated that one of the main reasons the city reengaged the DDA, which was dormant for years, was to assist in the Commons project. Attorney Langford mentioned that the city initiated the introduction between herself and the developer; therefore, the city was not expecting nor planning to handle any discussion on the DDA’s behalf.

Mr. Hardy suggested that the city approach the DDA with the project’s needs or the DDA deal solely with the city. Mr. Rogers felt that Attorney Langford’s meeting with the developer would be based on two (2) objectives: 1) The initial introductory meeting and 2) To discuss expectations. Once discussions are made, Mr. Rogers stated that Attorney Langford would then brief the board on what decisions the board needed to make.

Attorney Langford advised that once the city has reached a definitive land sale price, the DDA could then figure out and adopt the per acre price point. Attorney Langford highly recommended investigating the cost of an appraisal on the two (2) land parcels. She stated that she was uncomfortable with transferring the properties without knowing the value, even if does not dictate the sale price the DDA placed on the properties. She felt that the seller should know the objective value of the properties.

Ms. Booker felt that since the Commons would be a huge economic benefit for the Authority, the DDA could transfer the properties for one dollar. She stated that because of the intrinsic value of the properties and being prudent as representatives, the DDA should not hold up a development that would bring in a huge tax base and value to downtown. Or, Ms. Booker added, the board could match the price point and get compensated. Mr. Semien agreed with Ms. Booker, but also felt that the city should have a conversation with the DDA to prevent a hold-up

in negotiations. Attorney Langford stated that she would reach out to the city representatives and start a conversation regarding the DDA's position.

Attorney Langford inquired about the DDA's operational funding. Ms. Appleby explained that for the DDA's checking account to be fully set up and activated, the Chairperson and Treasurer must both submit information sent to them via an electronic link provided by Regions Bank. Once information is received, Regions Bank would establish a signature card for both the Chairperson and Treasurer. The signature card must be updated whenever the DDA appoints a new Chairperson and Treasurer. The checking account would be a two (2) party account, whereby, there would be a requirement of signatures from the DDA's Chairperson or Treasurer and a signature from the city's Finance Director or City Manager. Finance Director, Cynthia Hammond, has already submitted the necessary information to establish the DDA's account; however, neither the Chairperson nor Treasurer have yet to complete the DDA's component as required from Regions Bank via an electronic link sent repeatedly from Ms. Appleby.

As part of the meeting with the city, Mr. Hardy requested for Attorney Langford to inquire about having the city pay for the appraisals. Attorney Langford replied that she would find out if any appraisal exists and if not, she would request for the city to conduct a separate appraisal and state the costs.

Ms. Carson stated that in a past meeting, it was stated that the transaction of the property to the developer could not occur until the property was properly structured and transferred from the city. She asked Attorney Langford if the DDA needed to draft an intergovernmental agreement (IGA) or, did the DDA need to be a party to the actual agreement with the developer. Attorney Langford replied that was the initial thought when it was believed that the city was going to be acting on behalf of the DDA, but at this point, the DDA would be acting as its own entity as it relates to the land transfer. She went on to state that at this time, there was not a need for an IGA; however, an IGA may be needed in the future.

Mr. Hardy thought the DDA and the city had a pre-existing IGA in place. Ms. Appleby stated that she had researched the matter due to the city reactivating the DDA in 2017 to redevelop the downtown area. She could not find an IGA, nor did she feel that one was ever implemented.

Mr. Hardy felt that Attorney Langford should draft specific operational engagement documents. Attorney Langford stated that she would proceed with drafting operational documents for the DDA.

VI. Renewal of Retainer Contract for Attorney Susan P. Langford (Butler Snow, LLP)

As of July 1, 2023, Ms. Appleby informed the board that Attorney Langford's contract was up for renewal. Because the board was almost six (6) months into Attorney Langford's expired contract, the board needed to vote to extend Attorney Langford's contract for either one (1) year or two (2) years. Because Attorney Langford had submitted revisions to her contract prior to the meeting, the board decided to table the matter until the November 2023 meeting.

VII. City and Board Retreat

Mr. Rogers informed the board that the Economic Development Department and the City Manager's office were in the process of scheduling a second retreat. The proposed dates are slated for October 28, 2023 and November 4, 2023.

At this moment, Ms. Booker exited the meeting.

VIII. Proposed 2024 Breast Cancer event

Mr. Semien stated that while attending a recent downtown conference in Canton, GA., he thought of having the DDA host a breast cancer event. He stated that this event would bring light to the downtown area and engage the downtown business owners.

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 properly adjourned at 6:29 pm.

Summary properly recorded and transcribed by:

Rhonda Appleby

Rhonda Appleby, Secretary/Staff Liaison