



Steve Bernard
DDA Vice Chairman

Ed Taylor
DDA Secretary

Nachae Jones
DDA Board Member

Eliot Lawrence
DDA Board Member

Eric Stallings
DDA Board Member

Lois Wright
DDA Board Member

CITY OF
FORESTPARK

Angelyne Butler, MPA
DDA Chairwoman

DDA AGENDA

Special Note: This meeting will be held virtually. There will be no executive session.

Date: Thursday, March 25, 2021 at 5:30 PM

Location: 745 Forest Parkway
Forest Park, GA 30297
Virtual for the public

Call-In Details: Please click the link below to join the webinar:
<https://zoom.us/j/99647277155?pwd=aER2U1VjTDNYeEQzQzgvUWRYTzYvdz09>

Or Telephone: +1 312 626 6799 **Webinar ID:** 996 4727 7155 **Passcode:** 047529

AGENDA ITEMS:

- I. Call to Order/Determine Quorum
- II. Public Comments
- III. Approval of the Minutes*
 - January 28, 2021
- IV. TAD Program*
- V. Executive Session
- VI. Adjourn

CITY HALL • 745 FOREST PARKWAY, FOREST PARK, GA 30297

* indicates material attached



DOWNTOWN DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF FOREST PARK
MEETING HELD VIA ZOOM
January 28, 2021
5:30 P.M.

Call to Order:

Chairwoman Angelyne Butler called the Downtown Development Authority meeting for January 28, 2021 to order at 5:30 P.M.

Present

Chairwoman, Angelyne Butler; Vice Chair, Steve Bernard; Eliot Lawrence; Ed Taylor

Also Present:

Mike Williams, City Attorney
Bobby Jinks, Public Works Director
Darquita Williams, Deputy Finance Director
Danita Hamid, Economic Development Assistant

Absent:

Eric Stallings; Lois Wright

Swear in Nachae Jones

The Downtown Development Authority's new member, Nachae, Jones took the City of Forest Park Oath of Office.

The Oath of Office was administered by Chairwoman Angelyne Butler.

**Approval of the Minutes:
November 19, 2020
December 1, 2020**

Eliot Lawrence made a motion to approve the proposed minutes for November 19, 2020 and December 1, 2020.

Ed Taylor seconded the motion.
Roll call for approval. Motion approved.

Note: Steve Bernard was unavailable to vote on this item due to technological issues.

**Discussion: 2021 Proposed
Meeting Dates**

Mike Williams, City Attorney, explained that the board needed to approve the proposed meeting dates so that they could be published as the official regular meeting dates for the year.

**Approval of the 2021 Proposed
Meeting Dates**

Ed Taylor made a motion to approve the proposed meeting dates for 2021.

Eliot Lawrence seconded the motion.
Roll call for approval. Motion approved.

Note: Steve Bernard was unavailable to vote on this item due to technological issues.

DOWNTOWN DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF FOREST PARK
MEETING HELD VIA ZOOM
January 28, 2021
5:30 P.M.

**Discussion: Updates to the
Downtown Development
Authority Bylaws**

Chairwoman Angelyne Butler explained that the only changes to the bylaws were in Section 3 and Section 4 of the bylaws.

Section 3 update: regular meetings will be held on the fourth Thursday of each month at 5:30 PM.

Section 4 update: written notice for special meetings can be sent electronically via email.

**Approval of the Updated
Bylaws**

Eliot Lawrence made a motion to approve the updated bylaws.

Ed Taylor seconded the motion.
Roll call for approval. Motion approved.

Note: Steve Bernard was unavailable to vote on this item due to technological issues

Officer Election

Eliot Lawrence made a motion to nominate Angelyne Butler as Chairwoman, Steve Bernard as Vice Chair, and Ed Taylor as Secretary.

Ed Taylor seconded the motion.
Roll call for approval. Motion approved unanimously.

Budget Update

Eliot Lawrence made a motion to table to budget update until the Finance Department could send the budget for members to review.

Steve Bernard seconded the motion.
Roll call for approval. Motion approved unanimously.

Adjournment

Ed Taylor made a motion to adjourn the meeting.

Eliot Lawrence seconded the motion.
Roll call for approval. Motion approved unanimously.

Meeting adjourned at 5:43 P.M.

**FOREST PARK MAIN STREET
TAX ALLOCATION DISTRICT FUNDING AGREEMENT**

This Agreement made this _____ day of _____, 20____ by and between the City of Forest Park, Georgia (the “City”) and _____ (hereinafter, “Beneficiary”), sets forth the terms and conditions under which a project which is eligible for Tax Allocation District funding (“Main Street TAD Funding”) with the City of Forest Park will be funded.

I. Project Description

The project (the “Project”) to be funded under this Agreement is more particularly shown and described on the attached Exhibit A. All parties to the TAD program herein agree to the following regarding the award of funding for the development/redevelopment of Main Street in Forest Park, Georgia.

II. Terms and Conditions

- a. All applicable Federal, State and local laws, ordinances, licenses, regulations, and permits shall apply to the Project.
- b. Professionals requiring special licenses must be licensed in the State of Georgia and shall be responsible for those portions of the work as may be required by law.
- c. The Project shall not be funded if the Beneficiary (i) is in arrears to the City with respect to any debt, (ii) is in default on any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City of Forest Park Economic Development Department. If requested, Beneficiary shall be required to submit satisfactory evidence that they have the necessary financial and operational resources to provide the proposed services.
- d. The Beneficiary shall be required to hold a valid business license in the City and in the case of new development or new owner, Beneficiary must acquire a valid business license within 90 days of the project funding.
- e. The Beneficiary shall not be eligible for funding if any previous project benefiting the Beneficiary has received Main Street Tad Funding. Further, the Project site shall not be eligible to receive additional funds for the same property.
- f. The Project shall be subject to the approval at the discretion of the City Council of Forest Park and its Economic Development Department. The City reserves the right to reject any and all applications; to request additional information from applicants; to waive or modify application requirements specific to the circumstances of a project; to amend/modify the TAD process itself; or to discontinue the process at any time.

- g. The Beneficiary hereby certifies that it is the owner of the property upon which the Project is located and that it has the full authority to execute this agreement.
- h. Funds shall be paid on a reimbursable basis directly to contractors responsible installing and/or constructing the Project, upon completion and satisfactory inspection by the City.
- i. The City of Forest Park shall hold a Development Easement in the subject property which shall stipulate that all designs, approvals, permitting, construction, and operations of the TAD project shall comply with the City of Forest Park and Main Street Overlay District regulations and guidelines. The Development Easement shall be released by the City upon final inspection of the property confirming that TAD funds have been applied to the project in the manner approved by the City.
- j. Beneficiary agrees to complete the full redevelopment of the Project site within a period of one year, except for the development of multiple residential or commercial lots, which shall be allowed a two-year completion period.
- k. The Beneficiary acknowledges that the City reserves the right to withdraw any Main Street TAD Funding which is not used for the Project. Beneficiary hereby agrees to reimburse the City should such Main Street TAD Funding not be applied to the Project.
- l. The City assumes no liability for any work or activity performed with respect to the Project.
- m. Beneficiary agrees to indemnify and hold harmless the City and its agents and employees (i) from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the Project, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the Beneficiary, its agents (including any entity installing or construction the Project) anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder.

III. Miscellaneous Provisions

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties hereby agree that the venue for any lawsuit filed by any person pursuant to this Agreement shall only be in Clayton County, Georgia. Each party hereby irrevocably submits itself to the original jurisdiction of the state and federal courts sitting in or having jurisdiction over Clayton County, Georgia with regard to any controversy in any way relating to the execution, delivery or performance of this Agreement. If any of the provisions of this Agreement shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the

performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

- b. Beneficiary may not assign this Agreement, in whole or in part, without the prior written consent of City.
- c. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d. The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.
- e. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.
- f. This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

IN WITNESS WHEREOF, the Parties intending to be legally bonded hereby, have executed this Agreement as of the date first above written.

BENEFICIARY

Printed Name

Title

Signature

CITY OF FOREST PARK, GEORGIA

Printed Name

Title

Signature

Exhibit A

**CITY OF FOREST PARK
TAD PROJECT DESCRIPTION**

- The attached map, designs and specifications show the full project to be funded (Recipient to attach support information before this agreement is executed)
- The expenses approved for the TAD project consist of the following (attach estimates, budgets, invoices, or other explanations of expenses to be paid for through the TAD award):