



**CITY OF FOREST PARK
DEVELOPMENT AUTHORITY REGULAR MEETING**

Wednesday, September 29, 2021, at 5:30 PM
City Hall-Council Chambers, Virtual Meeting Via Zoom

Website: www.forestparkga.gov
Phone Number: (404) 363.2454

ECONOMIC DEVELOPMENT
745 Forest Parkway
Forest Park, GA 30297

AGENDA

Lois Wright, Chairwoman
Pamela Lake, Vice Chairwoman
Eliot Lawrence, Secretary
Hector Gutierrez, Member
Alvin Patton, Member
Trudy Smith, Member
Felicia Davis, Member

MEETING NOTICE:

*This meeting is accessible to the public or media via web or teleconference.
For in person attendance CDC requirements of Masks and Social Distancing will be adhered.*

To join the meeting via Zoom:

<https://zoom.us/j/96431940317?pwd=N2tiV0NacXdJZTBCEVFsdFZBMnUxZz09>
Dial in: 1-929-205-6099 **Meeting ID:** 899 8426 4018 **Passcode:** 683596

CALL TO ORDER/WELCOME:

ROLL CALL:

APPROVAL OF MINUTES:

1. Approval Development Authority Regular Meeting Minutes August 25, 2021

OLD BUSINESS:

2. Economic Development Department Report

NEW BUSINESS:

3. Discussion: Retreat Options
4. RFP for Main Street Lots

5. Event for 771 - 775 Main Street

6. By Laws

EXECUTIVE SESSION:

(Executive Session may be called for issues concerning Personnel, Litigation or Real Estate)

ADJOURNMENT:

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.



**CITY OF FOREST PARK
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CALL TO ORDER/WELCOME:

Chairwoman, Lois Wright called meeting to order at 5:32 PM.

Present:

Chairwoman, Lois Wright
Eliot Lawrence
Hector Gutierrez
Alvin Patton
Felicia Davis

Also Present:

Kirby Glaze, DA Attorney
Bruce Abraham, Economic Development Director
Girard Geeter, Procurement Director
Kisha Bundridge, Economic Development Coordinator

Absent:

Felicia Davis
Pamela Lake

Approval of Minutes:

1. Approval of Meeting Minutes from July 21, 2021, Regular Meeting:

Alvin Patton made a motion to approve the minutes as is from the July 21, 2021, Regular Meeting.

Trudy Smith seconded.

Roll call for approval. Motion approved unanimously.

2. Approval of Meeting Minutes August 17, 2021, Special Called Meeting

Eliot Lawrence made a motion to approve the minutes as is from the August 17, 2021, Special Called meeting.

Hector Gutierrez seconded. Trudy Smith abstained.

Roll call for approval. Motion approved.

OLD BUSINESS:

Hector Gutierrez wanted to address with chairwoman Lois Wright, the ways in which he had heard she has interacted with staff and one of our vendors. He asked that she take accountability for doing so. Mr. Gutierrez shared that while she is in a position of leadership, she should not speak to people in a disrespectful manner. He added that he was concerned that there were things going on regarding the DA properties that were not being discussed with the whole board, but instead decided solely by Ms. Wright.

It was explained to Mr. Gutierrez that there are many things that happen day to day regarding DA property, for example, someone saying they are interested in finding property in Forest Park, or inquiring about a specific property, but those things do not require disclosure to the entire board because they are not action items. There are in fact, no actionable items that are presented to staff or the chair, that are not brought before the board.

Lois Wright asked for clarification on what Mr. Gutierrez was suggesting was inappropriate behavior on her part. When speaking to the contractor for the company working on renovations on the Main Street properties, Ms. Wright explained that she respectfully asked about certain things that the tenants of those properties had been asking about (the awnings that had been promised and the water coming into their businesses). Ms. Wright explained that she had in fact had a heated discussion with the economic development director, but they had since resolved their differences.

Economic Development Director, Bruce Abraham informed the board that the Economic Development department would begin including an Economic Development report on every agenda, starting with September's regular meeting. This report will just be a short recap of what the Economic Development Department has been working on behind the scenes since the last meeting. The information shared is informative, not requiring action on the board's part. The DA board meetings tend to just cover action items so we will add this agenda item to make sure everyone always knows what is going on.

NEW BUSINESS:

3. Introduction of Attorney Kirby Glaze:

Attorney, Kirby Glaze appreciates the confidence we have shown by retaining him as Attorney for the Development Authority. Mr. Glaze has practiced law within local governments and dealing with economic development, for over 45 years. The past 20 years, his practice has focused on working with Development Authorities, with communities and on economic development. Years ago, he represented for this board when we were first adopting a redevelopment plan- now known as the Urban Redevelopment Authority.

Mr. Glaze will use his expertise as an attorney and his experience in economic development, to help us effectively bring about the change we want to see. He will serve on a monthly retainer attending all meetings, answering all calls, texts and emails, reviewing all contracts, handling all day- to- day operations regarding contracts, negotiations, by laws, and intergovernmental agreements.

The two areas not covered by his retainer are litigation and bond or real estate transactions. Should one of those two things arise, he can be asked to perform those duties, or have someone from his office perform those duties under his supervision, for a separate fee.

Hector Gutierrez asked if Mr. Glaze would be able to assist in identifying grants that can help us fund different projects the board may want to undertake. Mr. Kirby shared that while there are not a lot of grants that exist specifically for economic development projects that we would qualify for, he is happy to share tools we can access to help facilitate economic development projects. He is honored to be here and available to help in any way he can.

4. RFP to Develop Four Properties on Main Street:

Bruce Abraham shared that there has been a long- time stagnation in Forest Park, regarding new development and revitalizing the community. Recently, we have been able to start the process of turning things around. We have attracted viable businesses and are ready to make big changes that will benefit the city as a whole.

The LCI plan, as laid out by Planning Building and Zoning Director, James Shelby, presents a big picture strategy to revitalize Forest Park, including new buildings and bridges. As part of that vision, there are three properties belonging to the Development Authority that we would need to include in an RFP Mr. Abraham and Mr. Shelby want to put out to developers to negotiate these new developments.

Procurement Director, Girard Geeter suggest an RFQ be used instead of an RFP to recruit the best developer for this project.

An RFP asks developers to make specific proposals for what they want to do with said property, while an RFQ ask developers to present their qualifications to do a project as defined by us.

Trudy Smith made a motion to table this discussion to allow for time to strategize on the best approach for developing the properties in question as part of the LCI plan.

Hector Gutierrez seconded.

Roll call for approval. Motion approved unanimously.

5. Demolition of Main Street Property:

Eliot Lawrence made a motion to demolish the house at 760 Main Street next to the old theatre already approved for demolition and include the house and parking lot in the same RFP to demolish.

Hector Gutierrez seconded.
Roll call for approval. Motion approved unanimously.

6. Discussion: Board Retreats/ Planning Sessions:

Hector Gutierrez saw a presentation about board retreats offered by the City of Thomasville and wants to explore having our board(s) participate in a board retreat. Mr. Gutierrez wants to see how to move from A to B regarding some successful board initiatives.

Lois Wright asked if the city of Thomasville is like the city of Forest Park. Kirby Glaze, attorney for the DA shared that Thomasville is a historic community with a traditional downtown and there are lessons to be learned from them, but he would not equate the two cities. The Carl Vinson Institute facilitates board retreats that the board may want to consider as well.

Trudy Smith noted that the retreat should not be just for fellowship but should serve as a learning opportunity as well. Mr. Glaze added that the purpose is to leave with a unified vision which involves educating everyone on how best to do things. Mr. Gutierrez said he was open to whichever direction everyone wants to go in, but he was inspired by what he'd heard and felt it would greatly benefit our board(s).

Lois Wright agrees with doing a retreat and feels the citizens of Forest Park deserve more and thinks a retreat would help bring everyone together. She prefers we pursue the Carl Vinson Institute retreats since they can be tailored to fit our specific needs.

No action was taken, but it was agreed that more information be gathered about the retreat options available through the Carl Vinson Institute.

7. Discussion: Sanitation bills for DA Property

There are properties belonging to the Development Authority, where the city has been paying for the sanitation services.

Alvin Patton made a motion for the Development Authority to take over payment for the sanitation bills for their properties.

Eliot Lawrence seconded.
Roll call for approval. Approved unanimously.

8. Facade Grant Consideration.

The Facade Grant offers an 80/20 matching incentive to small businesses on Main Street to remodel their storefronts. We are currently in Phase I, which covers small businesses on Main Street between West and College Streets. The Facade Grant was approved by Council and announced to the public. Nachae Jones, owner of the art studio at 780 Main Street, has submitted an application to support her project upgrading the exterior architectural features (changing residential roof frontal to a commercial frontal and adding an awning over the front).

Chairwoman, Lois Wright said that Nachae Jones has been doing a lot of work to improve the building and feels she is deserving of the Facade Grant award to complete her renovations.

Hector Gutierrez made a motion to award Nachae Jones the Facade Grant.

Eliot Lawrence seconded.
Roll call for approval. Approved unanimously.

EXECUTIVE SESSION: (Executive Session is required to discuss issues concerning Personnel, Litigation or Real Estate)

ADJOURNMENT:

Trudy Smith made a motion to adjourn the August 26, 2021, Regular Meeting for the Development Authority at 7:08 PM.

Alvin Patton seconded.

Roll call for approval. Motion approved unanimously.

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.

Greetings all,

I spoke with Michael Hourihan from Carl Vinson Institute of Government to inquire about board retreats they offer:

Carl Vinson Institute charges **\$2300.00** for the day plus expenses/ mileage/ lodging for facilitator.

We need to determine:

- if you all want to do one together (DA/ DDA/ URA) or 2 so that the DA has one and the DDA/URA has a separate one.
- If you want to have the facilitator, come to us here at COFP in a venue large enough to social distance, or if we want to make a trip of it (Callaway Gardens/ Lake Lanier/ a hotel in GA, etc.).
- If you want a weekend or weekday retreat.
- If you want a 3- or 6-hour session.

I spoke with April Norton from the City of Thomasville to inquire about board retreats they offer:

There is no charge to come and visit their city and participate in board activities and they are always welcoming to a sister city being hosted in Thomasville. Each community is looking for something different, so they would need to know what some of our areas of focus would be. They can assist in helping us plan for our stay and locations to meet and provide a tour of any areas of focus.

They offered these links to accommodations and other resources to assist with our board retreat:

[Accommodations](#)

[Event Venues and Resources](#)

[Downtown Thomasville](#)

Contact Info:

Michael Hourihan, MA, PHR, CF
 Carl Vinson Institute of Government
 University of Georgia
 18 Capitol Square, Room 116 LOB
 Atlanta, GA 30334
 Mobile: 404.702.8114 hourihan@uga.edu | www.cviog.uga.edu

April Norton

Director of Downtown & Tourism Development | City of Thomasville
 Office of Downtown & Tourism Development | Marketing
 Office: (229) 227-7020 | Fax: (229) 228-4188
 144 E. Jackson St. | P.O. Box 1540 | Thomasville, GA | 31799
thomasvillega.com | downtownthomasville.com

LOTS ON MAIN STREET FOR DEVELOPMENT IN FOREST PARK

The City of Forest Park proposes to sell vacant lots in its Main Street district through an RFP process as part of its Main Street Redevelopment program. The subject lots have been planned for development as part of the Livable Communities Initiative (LCI) sponsored the Atlanta Regional Commission. The four initial lots are between West Street and College Street as outlined on the associated aerial.

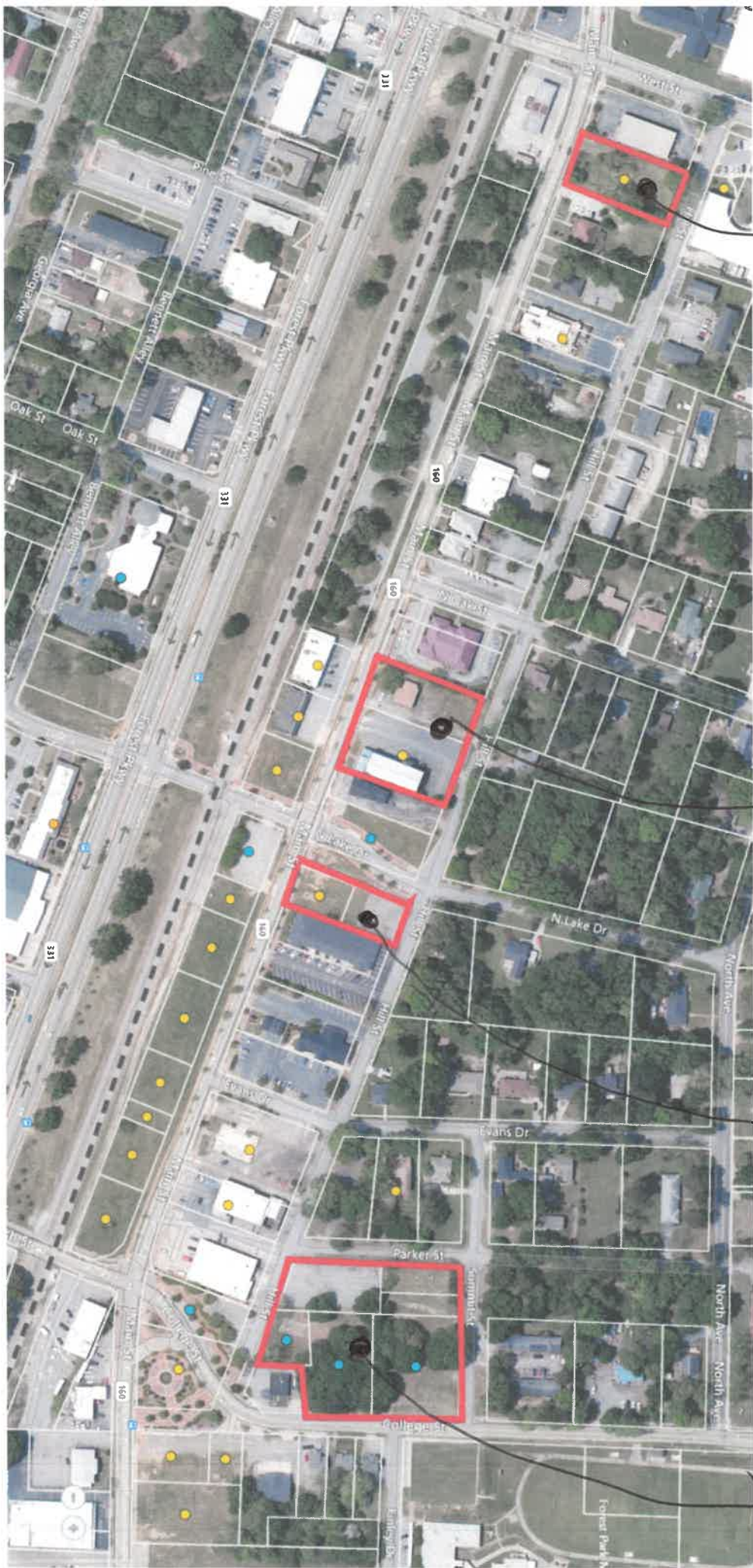
The City of Forest Park seeks assistance in preparing an RFP for the sales and development of the lots. With this RFP process, the city seeks direction and potential developer contacts to facilitate the sale and development of the lots for their highest and best use per the LCI plan.

The properties are owned by the City of Forest Park and the Forest Park Development Authority. The sale, approvals, and development of the lots will be coordinated through the Forest Park Economic Development Department and the Forest Park Planning, Building and Zoning Department.

To the best of the City's knowledge, all lots have utilities and are currently zoned for residential and/or commercial usage. The City may accommodate a zoning change of the properties based on the selection of a developer and their plan for the sites. There are no surveys of the property. Utilities are available.

Descriptions of the Lots (See aerial of lots, left to right from West Street to College Street)

1. Single lot of .46 acres. 670 Main Street located next to church and in front of county library. Currently zoned C-2.
2. Two lots combined which total one acre. 770 Main Street is the site of old theatre to be demolished. Property is .57 acres and zoned commercial. This lot is to be combined with 760 Main Street which has old commercial building to be demolished. This lot is .43 acres and zoned commercial.
3. Two lots combined which total .38 acres. 794 Main Street is on the corner of Main and North Lake, on the front of the lot. This lot is .2 acres and zoned commercial. The back of this lot which is on North Lake and Hill Street has no address. Lot is .18 acres and zoned commercial.
4. Six lots combined which total 2.03 acres. Zoning is mixed residential and commercial. Addresses are Hill Street (no street number) .36 acres; Ash Street (no street number) .17 acres; buffer with front on Summit Street, .1 acres; 4871 College Street, .7 acres; 4899 College Street, .52 acres; and 888 Hill Street, .18 acres.



620 MAIN, 46 AC

770 & 760 MAIN 1 AC

794 MAIN, 38 AC

HILL ST, 2.03 AC

BROKERAGE - McWHIRTER

-6%

-12 MONTHS

-PRICE LOTS

Item #4.



McWhirter Company Overview



McWhirter
Commercial Real Estate Since 1981

OUR COMPANY

Founded in 1981, McWhirter is a small company with big opportunities, award-winning real estate expertise, and relationships that run deep. Whether you're looking for your first commercial property, property management service or a development opportunity, you've come to the right place!

Here at McWhirter, we offer a vast array of professional real estate services. Our expert services include:

- Commercial Brokerage**

Our Commercial Brokerage division specializes in land, office, industrial, retail, self storage, healthcare and investment properties. We serve as marketing agents for owners, producing profitable and efficient marketing programs to sell and/or lease properties.
- Property Management**

Our dedicated Property Management team has more than 100 years of experience combined, and manages more than 7 million square feet of healthcare, industrial, office and retail space.
- Asset Management & Financial Services**

McWhirter consults with our clients to develop strategic plans and suggestions to achieve their investment goals. Our Asset Management and Financial Services team has the specialized knowledge to oversee assets and eliminate oversight for investors.
- Construction Project Management**

McWhirter has the capacity to handle every aspect of your commercial real estate project, from initial concept to completion. Our Construction Project Management team can assist with ground-up development, a renovation, an expansion or tenant improvement project.
- REO Services**

McWhirter provides REO Services to lenders and other financial institutions that acquire real estate through foreclosure or bankruptcy. We have helped position more than 1,200 deficient or unfinished properties for disposition, with minimal loss to the financial institution.
- Development & Acquisitions**

McWhirter can manage the complexity of real estate development and property acquisition and works with clients from project concept to completion. Our expertise covers many types of real estate assets and allows our clients and partners to make the best decisions with respect to real estate development and/or acquisition.

McWhirter is your full-service commercial real estate partner. Whether you're looking for your first commercial property, property management service, or a development opportunity, you've come to the right place!



McWhirter

Commercial Real Estate Since 1981

OUR ACCOMPLISHMENTS

McWhirter still holds true to the entrepreneurial spirit it was founded upon in 1981. Since then, we have become a leading commercial real estate services firm in the Southeast and consistently rank as a Top Ten Producer as recognized by the Atlanta Commercial Board of REALTORS®. We manage 7 million square feet of commercial real estate and have developed over 70 projects that have an aggregate value over \$350 million.

However, our greatest accomplishments can be understood by the quality of our clients and through the relationships we have established. McWhirter serves, and has served many notable companies such as:

- Wellstar Health System
- Cobb County Government
- Colony Capital - Healthcare
- Pinnacle Orthopaedics
- Amsdell Group/Compass Self Storage
- Pattillo Industrial Real Estate
- Montecito Medical
- Panera Bread
- Flagship Healthcare Properties
- Northeast Georgia Health System
- Remedy Healthcare (formerly MB Healthcare)
- Vascular Surgical Associates
- GI Specialists of Georgia
- Iberia Bank
- Well Fargo Bank

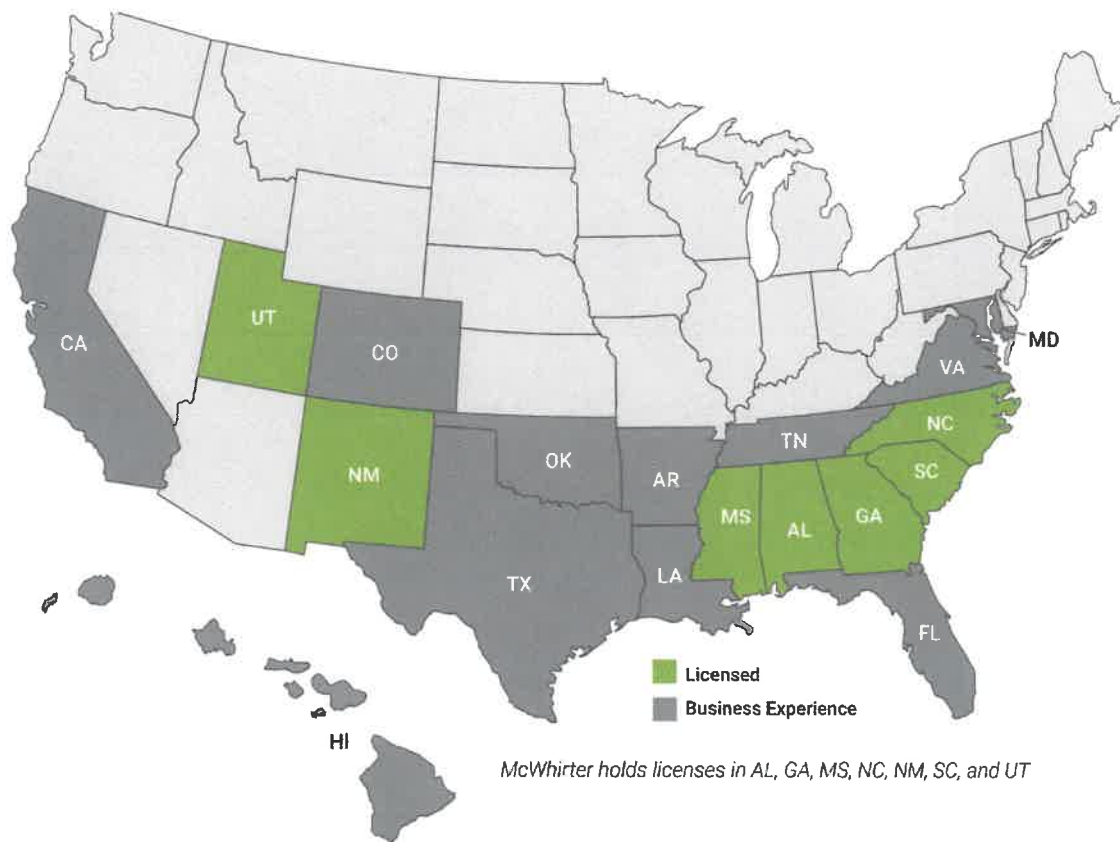
OFFICE LOCATIONS

Atlanta, GA
 300 Galleria Pkwy, Ste 300
 Atlanta, GA 30339
 770.955.2000
 email: kem@mcwrealty.com

Birmingham, AL
 975 9th St, Ste 240
 Birmingham, AL 35022
 205.434.3639
 email: tls@mcwrealty.com

Salt Lake City, UT
 3100 W Pinebrook Rd, Ste 2600-A
 Park City, UT 84098
 770.757.0030
 email: mdm@mcwrealty.com

McWhirter's greatest accomplishments can be understood by the quality of our clients and through the relationships we have established.



MARKETING PLAN

Commercially Zoned Land Parcels Forest Park, Georgia

- Signage
 - On and off-site (in-ground signs elsewhere)

- Marketing Materials
 - Flyers (8.5" x 11" & 5" x 7")
 - Aerial
 - Survey/site plans
 - Sample renderings

- Internet Resources
 - CoStar/Loopnet
 - Georgia MLS
 - Clayton County Chamber of Commerce
 - Metro Atlanta Chamber Website
 - State of Georgia Economic Development
 - Georgia Power Economic Development
 - Crexi
 - www.mcwrealty.com

- Monthly Prospect Reports
 - Marketing efforts during previous month, including all inquires, mailings, and showings
 - Marketing efforts planned for the next month

- Contacting Brokers
 - Blast email campaigns
 - Phone calls to Brokers
 - Broker specific emails

- Government
 - Meet with Clayton Chamber of Commerce

- Contacting Prospective Buyers
 - Direct mailers
 - Cold calls
 - Door-to-door campaigning
 - Blast email to brokers
 - Talk with businesses that are in similar locations (Hapeville, East Point, College Park, East Atlanta, Grant Park, West End), as well as businesses in other cities in Metro Atlanta (Austell, Douglasville, Kennesaw, Powder Springs, etc.), that are seeing redevelopment of property and new businesses (many times they have customers or know of companies/developers that may be looking for another opportunity)

- Arrive early and prepared for showings
 - Marketing materials prepared
 - Marketing pitch on the opportunity to be in Forest Park as it revitalizes and grows.

- Broker Functions
 - Incentive to individual brokers to meet at property (lunch). We have found it successful to have Brokers tour the property with or without prospects to familiarize them with the property.



McWhirter
Commercial Real Estate Since 1981

Peyton M. McWhirter, SIOR
PARTNER, INDUSTRIAL & LAND BROKERAGE

Item #4.

pmm@mcwrealty.com
P 678.385.2705 | C 404.754.8519
LinkedIn: peyton-m-mcwhirter-sior-4614258

Professional Profile



About Peyton

Peyton is the managing broker for McWhirter and oversees the company's Brokerage Services Team consisting of 11 agents specializing in investment, land, office, and retail brokerage. Peyton has over 20 years of commercial real estate experience and focuses on industrial leasing and sales. Peyton represents local, national, and international landlords/sellers and tenants/buyers. In addition to his industrial experience, Peyton has a vast knowledge of lender and bank owned assets through his representation of local banks and large lending institutions in their disposition of various class assets.

Peyton joined McWhirter in 1999 and became a Partner in 2014. Peyton is the company's managing broker and holds real estate licenses in Georgia, Alabama, Mississippi, Utah, and New Mexico.

Professional Affiliation / Recognition

- Member of the Society of Industrial and Office REALTORS® (SIOR)
- Member of the Atlanta Commercial Board of REALTORS® (ACBR)
- Vice Chairman, Board of Directors, Good Samaritan Health Clinic (goodsamatlanta.org)
- Recipient of the ACBR Phoenix Award
- Member of the ACBR Million Dollar Club
- Member of the ACBR Diversity Program Committee

Education

- Bachelor of Science in Agriculture – University of Georgia

Notable Client List

- Mimms Enterprises
- Metro Power
- Cobb County Government
- National Loan Acquisition Company
- Sealy Capital
- United Way of Metro Atlanta
- Wellstar Healthcare System
- POP Displays
- Reisman Properties
- BB&T
- JLB Partners
- The Good Samaritan Health Center
- Wells Fargo

Peyton is the managing broker for McWhirter and has over 20 years of commercial real estate experience.

Peyton's focus is on industrial sales and leasing and he represents clients on the local, national, and international levels.



Professional Profile



About Destiny

Destiny joined the Property Management Division at McWhirter in 2018. She focuses on the property and asset management of single tenant medical, and multi-tenant retail properties. Destiny's experience includes more than three years of REIT asset management in a senior management position as well as eight years of prior property management experience.

Destiny is a licensed real estate agent in the State of Georgia.

Professional Affiliation / Recognition

- Member of the Atlanta Commercial Board of REALTORS® (ACBR)
- 2020 Mentee for the Atlanta Commercial Board of REALTORS® Diversity Program
- Member of the Building Owners and Managers Association (BOMA)
- Member of Atlanta Business League

Education

- Bachelor of Science in Communication/Journalism – Clayton State University
- Master of Business Administration - Columbia Southern University

Notable Client List

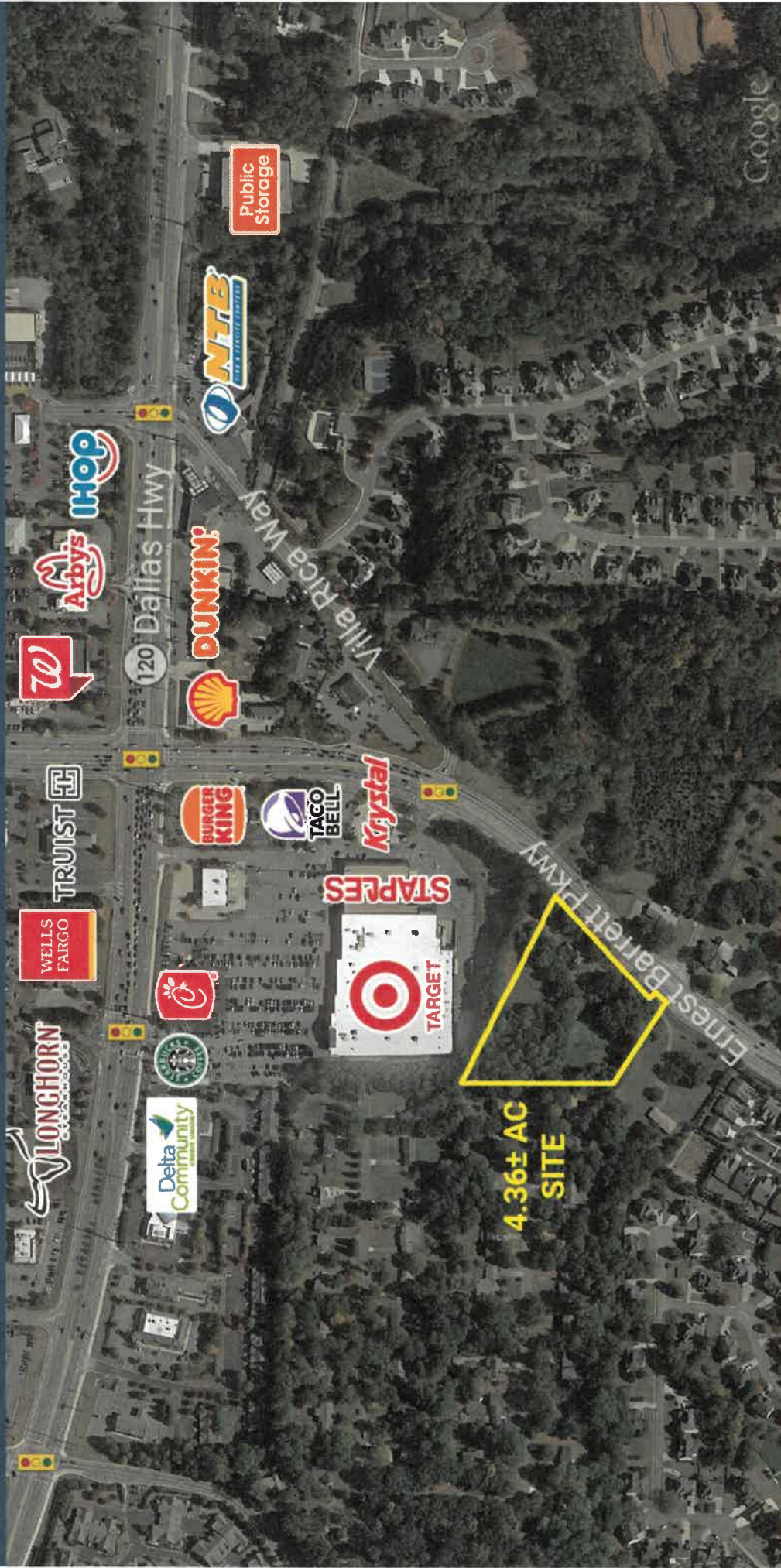
- Pinnacle Orthopaedics
- Colony Capital - Healthcare
- Flagship Healthcare Properties
- Wellstar Health System
- Drapac Capital Partners
- American Healthcare Investors

Destiny's professional experience includes REIT Asset Management and Property Management.

Offering Memorandum 4.36± Acre Development Opportunity



McWhirter



3602 Ernest Barrett Parkway
Marietta, GA 30064

Item #4.

Confidentiality Agreement & Disclaimer

This is a confidential Memorandum intended solely for your limited use and benefit in determining whether you desire to express further interest in the acquisition of the Property. By receipt of this Memorandum, you agree that this Memorandum and its contents are of a confidential nature, that you will hold and treat it in the strictest confidence and that you will not disclose this Memorandum or any of its contents to any other entity without the prior written authorization of the Owner or McWhirter Realty Partners, LLC ("MRP"). You also agree that you will not use this Memorandum or any of its contents in any manner detrimental to the interest of the Owner or MRP.

This Memorandum contains selected information pertaining to the Property and does not purport to be a representation of the state of affairs of the Property or the owner of the Property (the "Owner"), to be all-inclusive or to contain all or part of the information which prospective investors may require to evaluate a purchase of real property. All financial projections and information are provided for general reference purposes only and are based on assumptions relating to the general economy, market conditions, competition and other factors beyond the control of the Owner or MRP. Therefore, all projections, assumptions, estimates, and other information provided and made herein are subject to material variation. All references to acreages, square footages, and other measurements are approximate. Additional information and an opportunity to inspect the Property will be made available to interested and qualified prospective purchasers. Certain documents within this Memorandum are described in summary form. These summaries do not purport to be complete nor necessarily accurate descriptions of the full agreements referenced. Interested parties are expected to review all such summaries and other documents of whatever nature independently and not rely on the contents of this Memorandum.

Neither the Owner or MRP, nor any of their respective directors, officers, affiliates, or representatives make any representation or warranty, express or implied, as to the accuracy or completeness of this Memorandum or any of its contents, and no legal commitment or obligation shall arise by reason of your receipt of this Memorandum or use of its contents, and you are to rely solely on your investigations and inspection of the Property in evaluating a possible purchase of the real property.

The Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest or offers to purchase the Property, and/or to terminate discussions with any entity at any time with or without notice which may arise as a result of review of this Memorandum. The Owner nor MRP shall have no legal commitment or obligation to any entity reviewing this Memorandum or making an offer to purchase the Property unless and until written agreement(s) for the purchase of the Property have been fully executed, delivered and approved by the Owner and any conditions to the Owner's obligations therein have been satisfied or waived.

The information within this Memorandum has been obtained from sources believed reliable. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty, or representation about it. Any assumptions, estimates, projections, or opinions used are for example only and do not represent the current or future performance of the property. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.

Presented by:

Ben Huckaby

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Nelson Vinson

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Dan Buyers

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tdb@mcwreality.com

McWhirter Realty Partners, LLC

300 Galleria Pkwy, Ste 300

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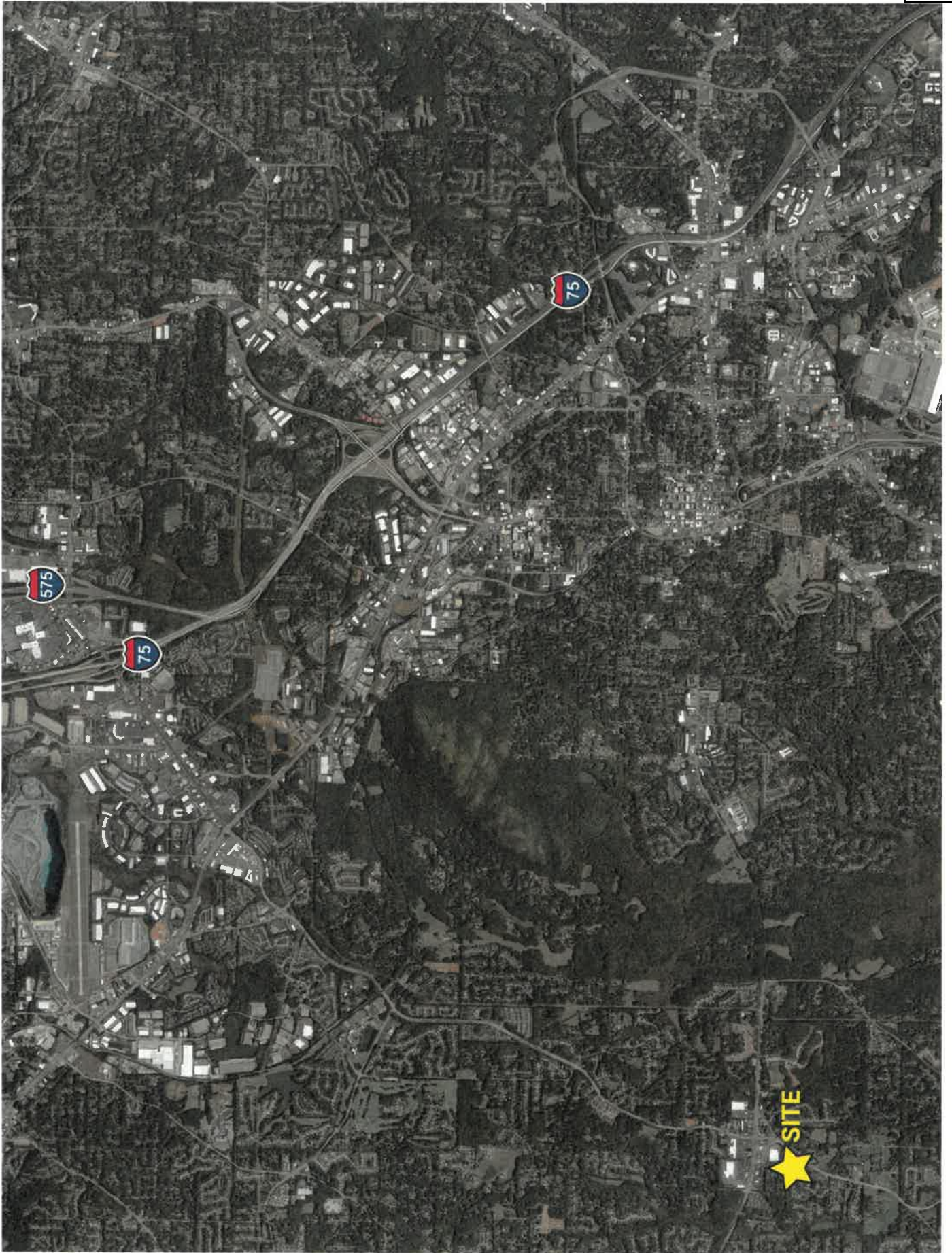


4.36± AC Development Site

3602 Ernest Barrett Parkway
 Marietta, GA 30064

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Property Summary

McWhirter is pleased to offer 3602 Ernest Barrett Parkway for sale.

Location

The property is located approximately on Ernest Barrett Parkway just south of GA Highway 120 (Dallas Highway), a high-traffic corridor consisting of major retailers and restaurants.

Access / Frontage

The site has high visibility with 511± feet of frontage on Ernest Barrett Parkway and is easily accessed via a median break and turn lanes in front of the property.

Utilities

The on-site utilities are electric, gas, septic, and water.

Zoning / Future Land Use

The property is zoned LRO (Low Rise Office) and designated as CAC (Community Activity Center) on Cobb County's Future Land Use map.

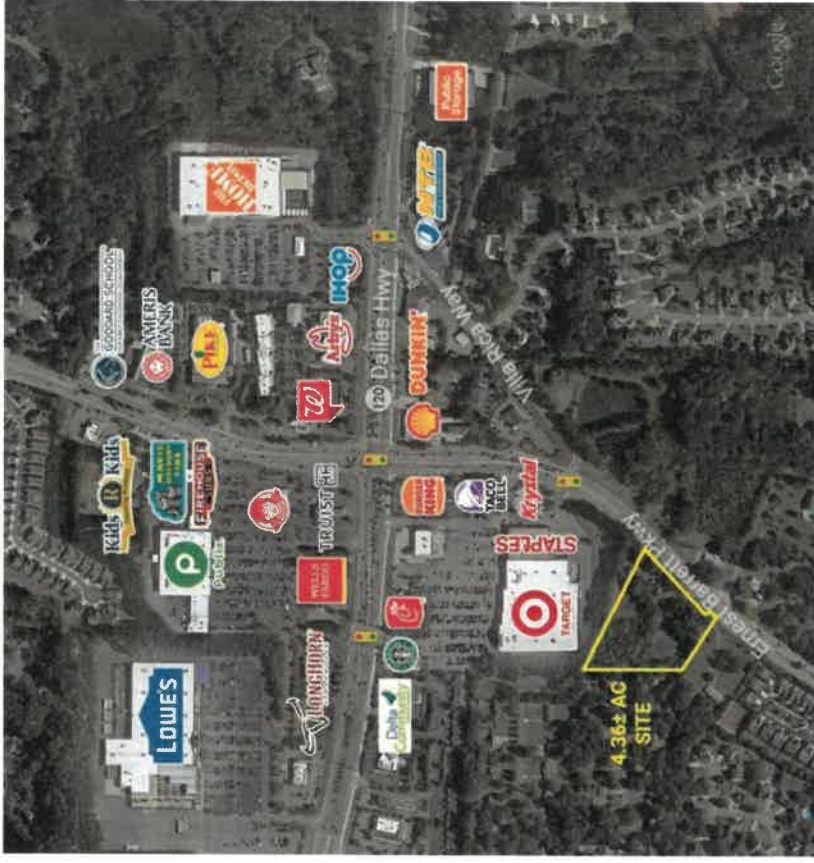
The property's LRO zoning allows for a variety of commercial uses including: _____, and considering the location of the property, rezoning is possible.

Schools

The property is served by the following public schools: Hillgrove High School (ranked 9/10 by greatschools.org), Lovinggood Middle School (ranked 7/10 by greatschools.org), and Cheatham Hill Elementary School (ranked 6/10 by greatschools.org).

Price

The Property is listed at \$2,400,000 (\$550,000/ac).



Source: GDOT

Area Demographics

Population	1-mile	3-mile	5-mile
2025 Projection	5,219	43,164	153,417
2020 Census	5,027	41,990	148,706
2010 Census	4,356	38,853	134,468
Growth 2020-2025	0.8%	0.6%	0.6%
Growth 2010-2020	1.5%	0.8%	1.1%

Income	1-mile	3-mile	5-mile
2020 Avg Household Income	\$139,593	\$136,434	\$108,376
2020 Med Household Income	\$109,485	\$106,229	\$81,781

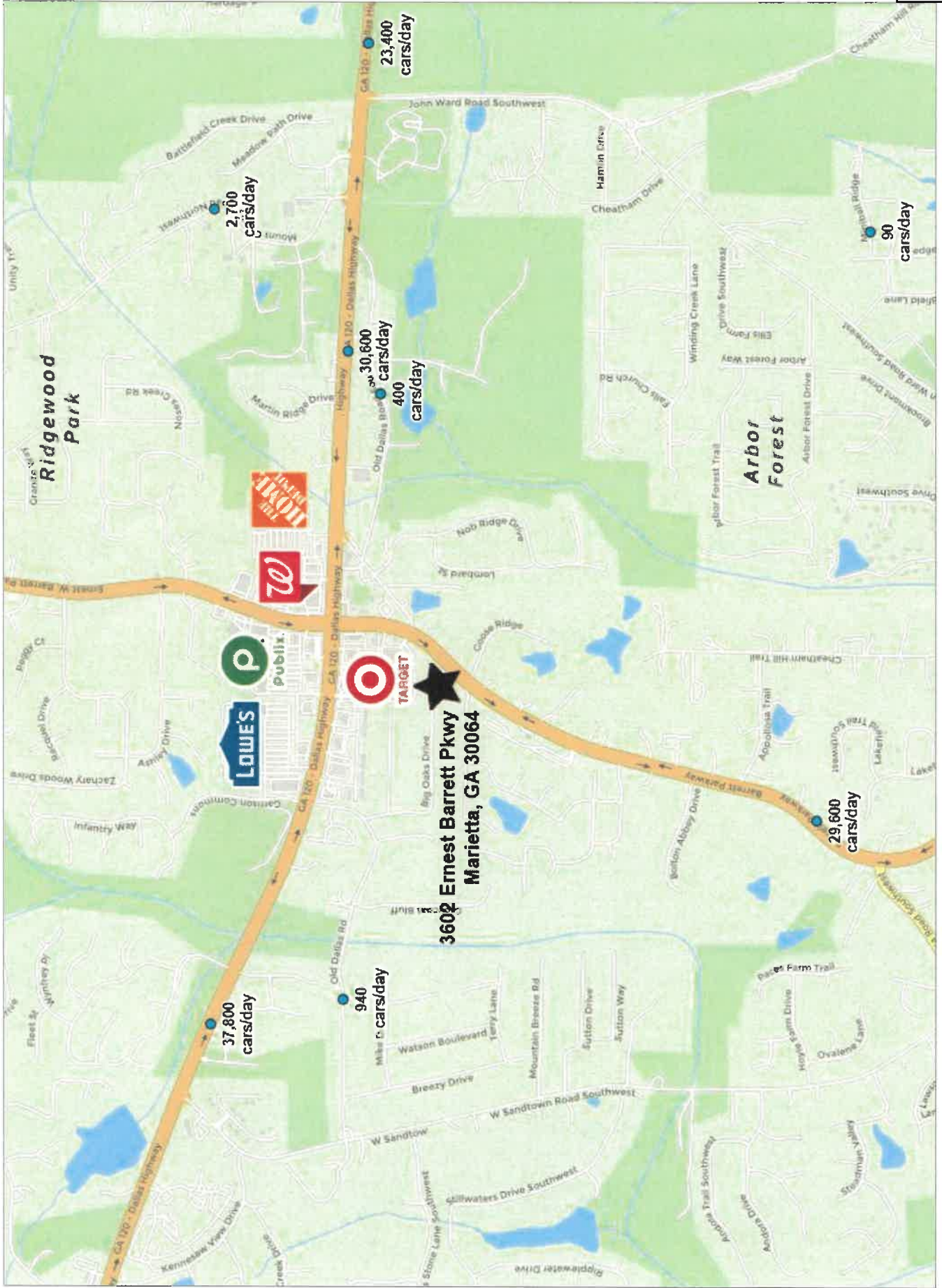
Source: CoStar

Item #4.



4.36± AC DEVELOPMENT OPPORTUNITY - MARIETTA, GA 30064

Traffic Counts



3602 Ernest Barrett Parkway, Marietta, GA 30064



630.5 Feet

315.26

0

630.5

WGS_1984_Web_Mercator_Auxiliary_Sphere
 © Cobb County Georgia

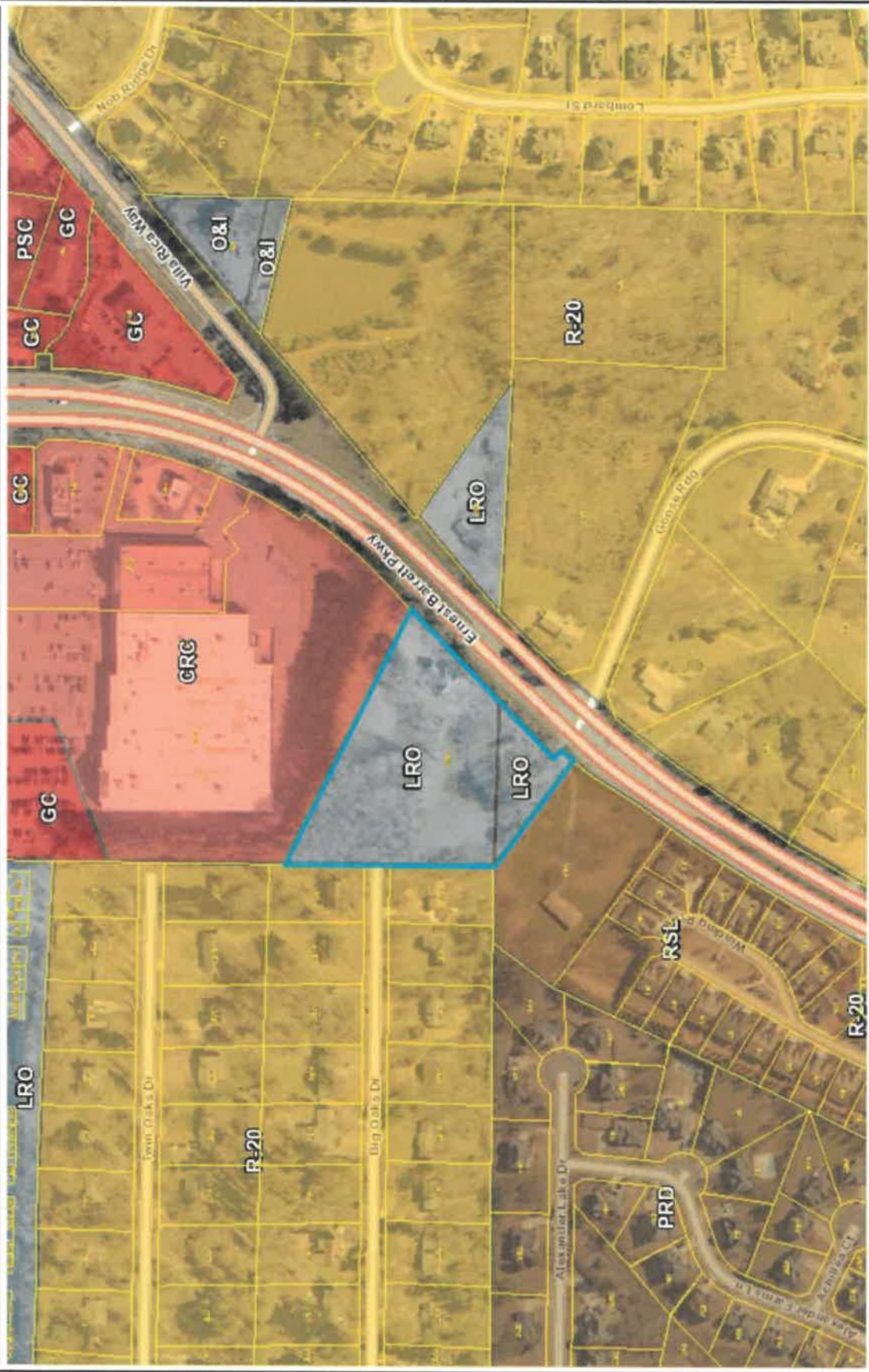
This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
 THIS MAP IS NOT TO BE USED FOR NAVIGATION

1:3,783



Prepared by Dan Buyers, McWhirter Realty Partners, 770-566-2629.

3602 Ernest Barrett Parkway - Zoning Districts



630.5 0 315.26 630.5 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Cobb County Georgia

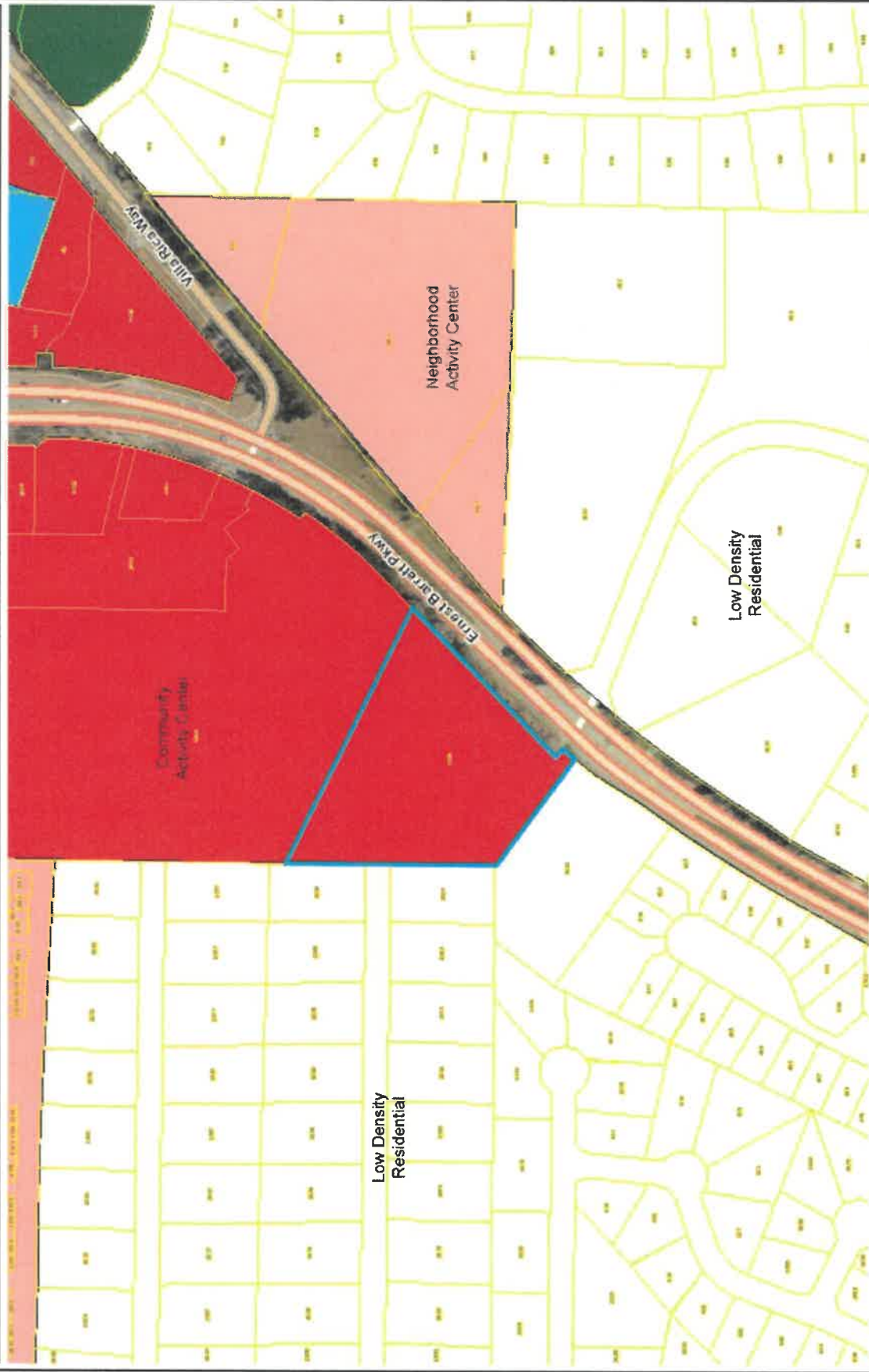
1: 3,783

Prepared by Dan Buyers, McWhirter Realty Partners, 770-596-2629.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

This map is a user generated data output from an internet mapping site and is for reference only. Data shown does not represent an official map and may not be accurate, current, or otherwise reliable.

3602 Ernest Barrett Parkway - Future Land Use



630.5 315.26 630.5 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Cobb County Georgia

This map is a user generated static output from an internet mapping site and is for reference only. Data issues that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

1: 3,783

Prepared by Dan Buyers, McWhirter Realty Partners, 770-596-2629.

3602 Ernest Barrett Parkway - Topography & Hydrology



Prepared by Dan Buyers, McWhirter Realty Partners, 770-596-2629.



1: 1,892

This map is a user generated static output from an internet mapping site and is for reference only. Data figures that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

315.3 Feet

157.63

0

315.3

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Cobb County Georgia

Land for Sale

2± AC - Zone Community Retail Commercial

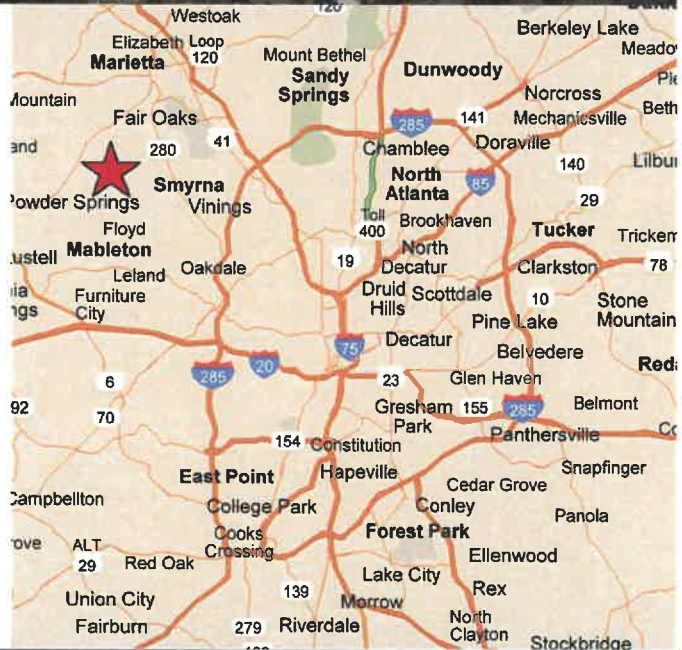
Austell Road at Callaway Road, Marietta, GA 30008



Property Highlights

- 2.02± acres total
- Zoned CRC (Community Retail Commercial), Cobb Co.
- Great visibility - 31,100 cars per day
- Priced at \$975,000 (\$482,673.27/ac)
- Demographics:

	<u>1 Mile</u>	<u>3 Miles</u>	<u>5 Miles</u>
2025 Proj Population	8,170	95,864	197,287
2020 Est Population	7,966	92,576	190,677
Avg Household Income	\$83,558	\$72,822	\$89,038
Daytime Employment	1,221	23,504	62,333



Gray McWhirter
678.385.2722
gmm@mcwrealty.com

Dan Buyers
770.596.2629
tdb@mcwrealty.com

McWhirter Realty Partners, LLC
300 Galleria Parkway, Suite 300
Atlanta, GA 30339
770.955.2000
www.mcwrealty.com



McWhirter
Commercial Real Estate Since 1981

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

Austell Road at Callaway Road Marietta, GA 30008



Tax Aerial



Zoning Districts

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Austell Road at Callaway Road Marietta, GA 30008



Future Land Use



Topography & Hydrology

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KB RFP
\$12,800
+ \$235/HR



Item #4.

KB Advisory Group
1447 Peachtree Street NE
Suite 610
Atlanta GA 30309
404.845.3550

September 16, 2021

Bruce Abraham, Economic Development Director
City of Forest Park
745 Forest Parkway
Forest Park, Georgia 30297
Sent Via Email: BAbraham@forestparkga.gov

Re: Proposal to Provide Real Estate and Development Advisory Services

Dear Bruce:

Thanks for your patience as it has taken me longer than expected to pull together this proposal for advisory services to help redevelopment in plans move forward in Downtown Forest Park. As a recent LCI planning team member, we recognize the potential to redevelop City-owned properties in Forest Park. We are honored by the request to submit this proposal to provide advisory services.

KB Advisory Group Background: For 20 years, **KB Advisory Group** (formerly Bleakly Advisory Group) has focused on helping clients understand how market and economic forces impact their real estate development aspirations. Our advice is grounded in our teams' deep experience in consulting and implementing for hundreds of satisfied clients. We understand what it takes to create a feasible development vision and turn it into reality.

KB Advisory Group has a proven track record in assisting communities with implementing successful projects. That includes developer recruitment, financial analysis of proposals, and negotiating terms of transactions, which provides us with a unique perspective of the intersection of public policy and actual deal structuring that will be essential in producing successful outcomes.

APPROACH

Based on our conversations thus far, as well as the understanding we developed as a member of the Downtown Forest Park LCI Planning team, we believe that the City of would best benefit from a two-phase approach:

Phase 1: Assessment and Implementation Strategy

The first phase of the project would be field and market research, along with a series of meetings with you, Mr. Shelby, and any other City staff, elected officials, or individuals outside of the City designated by you. The result of this phase would include a written assessment report and, if desired, up to two presentations to the Mayor and/or City Council, DA or DDA boards, or other entities. This report would include:

- Catalog City-owned parcels (parcels, ownership location, zoning, size, development potential, existing uses, etc.);
- Catalog development, economic, and redevelopment tools;
- Identify City of Forest Park goals and desired outcomes;

www.kbagroup.com

- Identify current market opportunities and initiatives;
- Consider options to implementation redevelopment (sale, PPP, RFP, or RFQ);
- Prioritize parcels for disposition through sale;
- Develop preferred implementation approach and schedule.

Phase 2: On-Call Support

KB Advisory Group staff will be available to facilitate City staff or elected officials on an hourly basis to provide analysis and implementation assistance as needed. Potential services could include:

- Preparation and implementation of RFP documents and selection process.
- Provide assistance structuring development agreements and public-private partnerships, including drafting of memoranda of understanding and development agreements.
- Identifying and promoting Forest Park development opportunities to the development and brokerage community;
- Preparation of applications for grants, Opportunity Zones, funding opportunities
- Assist with TAD authorization, redevelopment plan, procedures, or program management.
- Perform analyses review or financial assessment including economic impacts, revenue forecasts, review of development documents and proposals, or cost estimates.

If necessary, an agreement could limit the number of hours or dollars committed to the on-call phase of the contract.

The timing and fee proposal to complete these tasks is detailed below.

The remainder of this page left intentionally blank



TIMING AND FEE

This proposal provides a fixed quote for Task 1 of \$12,800 for the assessment and implementation category, including meetings, written assessments, reports, and presentations.

For Task 2, **KB Advisory Group** would work hourly, based on your determination of how much assistance you require.

Phase	Fee	Timing
Phase 1: Assessment and Implementation Strategy	\$12,800	8 Weeks
Phase 3: On-Call Hourly Support	\$235/Hr.	As Needed

If this scope for our services is acceptable, please sign below and return as authorization to proceed.

We look forward to working with you on this assignment.

Very truly yours,

Jonathan Gelber
Vice President



1447 Peachtree Street NE
Suite 610
Atlanta, Georgia 30309
P: 404.845.3550

Accepted by: _____

Title: _____

Date: ____/____/____



KB Advisory Group (KB) provides advice to developers, landowners, investors, corporations, non-profits, public authorities, and governments dealing with a wide range of real estate-related issues. We take pride in providing our clients insightful, objective analyses based on a thorough understanding of market trends and their financial implications. We are a trusted advisor and determined to go the extra mile in helping our clients achieve their objectives; more than 50% of our assignments are from returning clients who recognize the value of our expertise.

We focus on the ideas that fall within the overlap of three drivers that shape our world: land and buildings, public policy, and money and finance. **Our goal is to help clients maximize the benefits of their economic development and real estate activities within the following core capability areas:**

- **Real Estate Markets:** Thorough analysis of the economic and demographic drivers of real estate markets and their potential, always seeking the best-fitting land use alternatives for a site or project.
- **Development Economics:** Customized proformas based on a flexible proprietary model to help determine the most financially feasible real estate development path.
- **Public Financing/Tax Increment Financing:** Develop effective public financing plans and strategies to support clients' complex projects, including assistance in creating and utilizing Tax Allocation Districts (TAD), Georgia's version of tax increment financing.
- **Economic Impacts:** Extensive experience preparing economic impact analyses for real estate development, transportation, and major infrastructure to help make a case for moving a project forward.
- **Local Housing Analysis and Policy:** We understand the complexities of affordable and market-rate housing and the policies, economics, and market forces that define them.
- **Development and Redevelopment Advisory Services:** We help local governments and private development partners structure and implement complex development and redevelopment initiatives and partnerships.

Terms and Conditions Governing this Research and Report

Accuracy of Report: Every reasonable effort will be made to ensure that the data developed in this assignment reflect the most accurate and timely information possible and is believed to be reliable. This consulting assignment will be based on estimates, assumptions, and other information developed by KB Advisory Group ("KBA") from its independent research efforts, general industry knowledge, and consultations with the client for this assignment and its representatives. No responsibility is assumed for inaccuracies in reporting by the client, its agents or representatives or any other data source used in preparing or presenting this study. The research and reports are based on information that is current as of the date of the report. KBA assumes no responsibility to update the information after the date of the report. The research may contain prospective financial information, estimates, or opinions that represent our view of reasonable expectations at a particular point in time, but such information, estimates, or opinions are not offered as predictions or assurances that a particular outcome will occur. Actual results achieved during the period covered by our prospective analysis may vary from those described in our research and report, and variations may be material. Therefore, no warranty or representation is made by KBA that any of the projected values or results contained in the work product from this assignment will actually be achieved.

Usage of Report: The research product may not be used, in whole or in part, in any public or private offering of securities or another similar purpose by the client without first obtaining the prior written consent of KBA.

Termination: Should you determine to terminate this agreement for any reason you agree to so notify KBA via letter and agree to pay for work completed by KBA up to the date of the notification of termination.

The Entirety of Agreement: The terms and conditions of this agreement embody the entirety of the agreement and understanding between the parties hereto. There are no other agreements and understandings, oral or written, with reference to the matter hereof that are not merged herein and superseded hereby. No alternation, change, or modification of the terms of the agreement shall be valid unless made in writing and signed by both parties.

Limitation of Liability: The client agrees that due to any mediation or legal action resulting from this assignment, KBA's maximum liability is limited to the fees it receives for the assignment.

Venue, Jurisdiction and Law: The parties hereto consent that venue and jurisdiction for any litigation concerning this agreement must be asserted in and determined by the Superior Court of Paulding County, Georgia. (The parties hereto also waive any right to object to venue and jurisdiction for any litigation concerning this Agreement which must be asserted in and determined by the Superior Court of Paulding County, Georgia.) The parties also agree and consent that this Agreement and any litigation concerning this Agreement must be construed and determined pursuant to the Laws of the State of Georgia.

HADDOW #20,000

Item #4.



Haddow & Company

Real Estate Consultants



Real Estate Counseling Services

Downtown Properties

Prepared for:
City of Forest Park, Georgia

← August 16, 2021



August 16, 2021

1360 Peachtree Street, NE | Suite 1000
Atlanta, GA 30309
P 404-577-7222

Mr. Bruce Abraham
Director
Economic Development
City of Forest Park
785 Forest Parkway
Forest Park, GA 30297

RE: Disposition Strategy
Downtown Properties
Forest Park, Georgia

Dear Bruce:

We are pleased to submit a proposal to assist the City of Forest Park in evaluating multiple properties in the downtown area. It is our understanding that a Livable Centers Initiative (LCI) study was recently completed for downtown Forest Park. The City and Forest Park Development Authority own several sites in the LCI study area, and there is interest in marketing these properties for residential and commercial development through an RFP process. The City has identified the following properties that should be the focus of initial marketing efforts: 1) 0.46 acres at 670 Main Street; 2) one acre at 760 and 770 Main Street; 3) 0.38 acres at 794 Main Street; and 4) 2.03 acres at the corner of Hill and Parker streets. Our role is to evaluate the properties and market in order to formulate the optimal disposition strategy. Based on our recent meeting, we believe the following issues exist:

1. What types of development does the LCI study envision on these properties and will the market support these uses?
2. What developers are active in comparable communities on Atlanta's south side, such as College Park, Hapeville, and East Point, and would these groups have interest in downtown Forest Park?
3. Does it make sense for the City to acquire additional property in order to enhance the properties that it already owns?
4. Based on market conditions, site attributes, and potential uses, what is the recommended pricing strategy for the various properties?
5. Is the optimal disposition strategy to market the properties individually, or as a portfolio? Should any additional City-owned properties be included in the initial marketing effort?

Mr. Bruce Abraham
August 16, 2021
Page 2

We will approach this assignment in two phases. Our scope of work for Phase I will include the following:

- Tour the LCI study area and attend a kickoff meeting with members of the City and Forest Park Development Authority in order to fully understand the goals for downtown and the City-owned properties.
- Review the recent LCI study and learn about any proposed developments in downtown.
- Analyze real estate conditions in the Forest Park area, focusing on the apartment, townhome, single-family, senior housing, and retail sectors.
- Profile recent development trends in College Park, Hapeville, and East Point to ascertain who the active developers are and what type of product is being built.
- Interview a select group of developers to solicit their opinions of downtown Forest Park and the City-owned properties.
- Compile recent land sales data to gauge the value of the City-owned properties for various uses.
- Draw conclusions about the optimal disposition and pricing strategy for the City-owned properties that should be included in the initial marketing effort.

Following the presentation of our Phase I findings, we will commence work on Phase II. Our scope of work for Phase II will include the following:

- Assuming viable near-term development opportunities exist for the properties, we will assist the City in preparing a request for proposals (RFP) for each property that will be presented to the appropriate audience. This would be a direct marketing approach that targets the ideal group of developers based on the opportunity for each property. We would then review the proposals/offers received, advise on the recommended strategy, and assist the City in all aspects of contract negotiation until a successful transaction is consummated.

Our findings for Phase I will be presented verbally and in the form of charts and other exhibits within 60 days of your authorization to proceed. The fee for Phase I will be \$20,000, plus reimbursement of out-of-pocket expenses, not to exceed \$500.

Upon completion of Phase I, the City may choose to have our firm continue with Phase II or discontinue work. Our fee for Phase II will be based on actual time expended at our normal hourly rates, plus reimbursement of out-of-pocket expenses. These time charges will be billed on a monthly basis.

Haddow & Company

Mr. Bruce Abraham
August 16, 2021
Page 3

It is our practice to require a \$5,000 retainer fee, which should be returned with an executed copy of this letter. Attached to this proposal is information on our firm and examples of recent work we have completed.

Bruce, we look forward to working with the City of Forest Park on this most interesting assignment.

Sincerely,

HADDOW & COMPANY



Chris D. Hall
Managing Partner

Accepted By: _____

Date: _____



Description of Haddow & Company

Haddow & Company is a real estate consulting firm founded in 1989 to serve the various needs of developers, investors, lending institutions, families, corporations, municipalities and others requiring guidance on real estate related issues. The company has an excellent reputation for solving complex real estate problems and providing valuable, independent advice in a timely manner. Simply put, Haddow & Company provides the objective, critical analysis that is essential to making informed decisions.

Firm Philosophy

The firm's philosophy is to learn the market through people in the market. Primary data collection is a major component of every study, including a strong emphasis on consumer research, personal interviews with key real estate operators, and extensive field investigation. Moreover, each assignment begins with a careful process of defining the problem, identifying the critical issues, and determining the most effective study method. This ensures a focused research effort that responds directly to each client's unique set of needs.

Primary Services

Highest & Best Use Studies

Investment Analysis

Market & Feasibility Analysis

Revitalization Strategies

Disposition Counseling

Selected Clients

Atlanta BeltLine, Inc.

Auburn University

Cousins Properties

City of Fayetteville, GA

City of Powder Springs, GA

City of Sandy Springs, GA

Daniel Corporation

Emory University

Georgia Municipal Association

Georgia State University

Georgia Tech

Hines Interests

Highwoods Properties

Jamestown Properties

MARTA

Mimms Enterprises

Regent Partners

Savannah College of Art & Design (SCAD)

Selig Enterprises



Haddow & Company Team

David F. Haddow - Founder

David founded Haddow & Company in 1989. He has represented individuals and institutional clients in real estate investments since 1979, including seven years at Landauer Associates, Inc., where he was Senior Vice President in charge of the real estate consulting practice in the firm's Atlanta office. He has an undergraduate degree from Emory University and master's degrees in city planning and business administration from Georgia Tech and Georgia State University, respectively.

A former mortgage banker and city planner, he serves as a part-time instructor in the College of Design at Georgia Tech. His articles have appeared in numerous real estate journals and periodicals. He is a licensed real estate broker and a member of the Atlanta Commercial Board of Realtors. Active in civic affairs, David has served on numerous boards and volunteered considerable time to non-profit organizations.

Chris D. Hall, CRE - Managing Partner

Chris joined Haddow & Company in May 2002. He has worked on a wide variety of real estate assignments, ranging from feasibility and highest and best use studies to the marketing and disposition of land and investment properties. Prior to Haddow & Company, he worked as an urban planner for an architectural firm and the City of Nashville, Tennessee.

Chris is a graduate of Kenyon College and earned master's degrees in city planning and real estate from the University of Texas at Austin and Georgia State University, respectively. Chris is a licensed real estate broker in Georgia, as well as a member of the Urban Land Institute and Counselors of Real Estate. He has published articles in the Atlanta Business Chronicle and served as a speaker and panelist at various real estate events.

Ladson H. Haddow - Managing Partner

Ladson joined Haddow & Company in August 2007. He has worked on consulting assignments spanning all types of commercial real estate and has assisted clients on both the disposition and acquisition side of transactions. He is a licensed associate broker in Georgia and is a member of the Atlanta Commercial Board of Realtors.

Ladson received a B.B.A. degree in Economics from the University of Georgia in 2007.

Allen English - Associate

Allen joined Haddow & Company in November 2018. He has compiled market research on Atlanta's intown condominium and apartment markets and assisted with various consulting assignments. Prior to joining Haddow & Company, he gained experience in software sales.

Allen is a licensed real estate salesperson in Georgia and received a B.B.A. degree in Management from Kennesaw State University in 2018.

Dalton Brans - Associate

Dalton joined Haddow & Company in January 2020. He graduated from The University of Georgia in 2019, where he received a B.B.A. in Real Estate and a B.B.A. in Management. During college, Dalton was an active member of the UGA Real Estate Society, where he became familiarized with the market and industry standards.

CITY SPRINGS DEVELOPMENT

DESCRIPTION

The City of Sandy Springs issued a Request for Proposals seeking a master developer for a 14-acre project that was envisioned for a new city hall, performing arts center, housing, and retail space. Our firm was retained to help evaluate the merits of developers' proposals, particularly the economic implications. Selig Enterprises and Carter were selected as the master developer, and Haddow & Company helped the City negotiate the development agreement. The project, known as City Springs, opened in the spring of 2018. As a follow-up to this initial work, our firm helped determine the development potential of City-owned parcels across from City Springs for uses such as hotel, office, and condominiums.



DOWNTOWN FAYETTEVILLE REVITALIZATION

DESCRIPTION

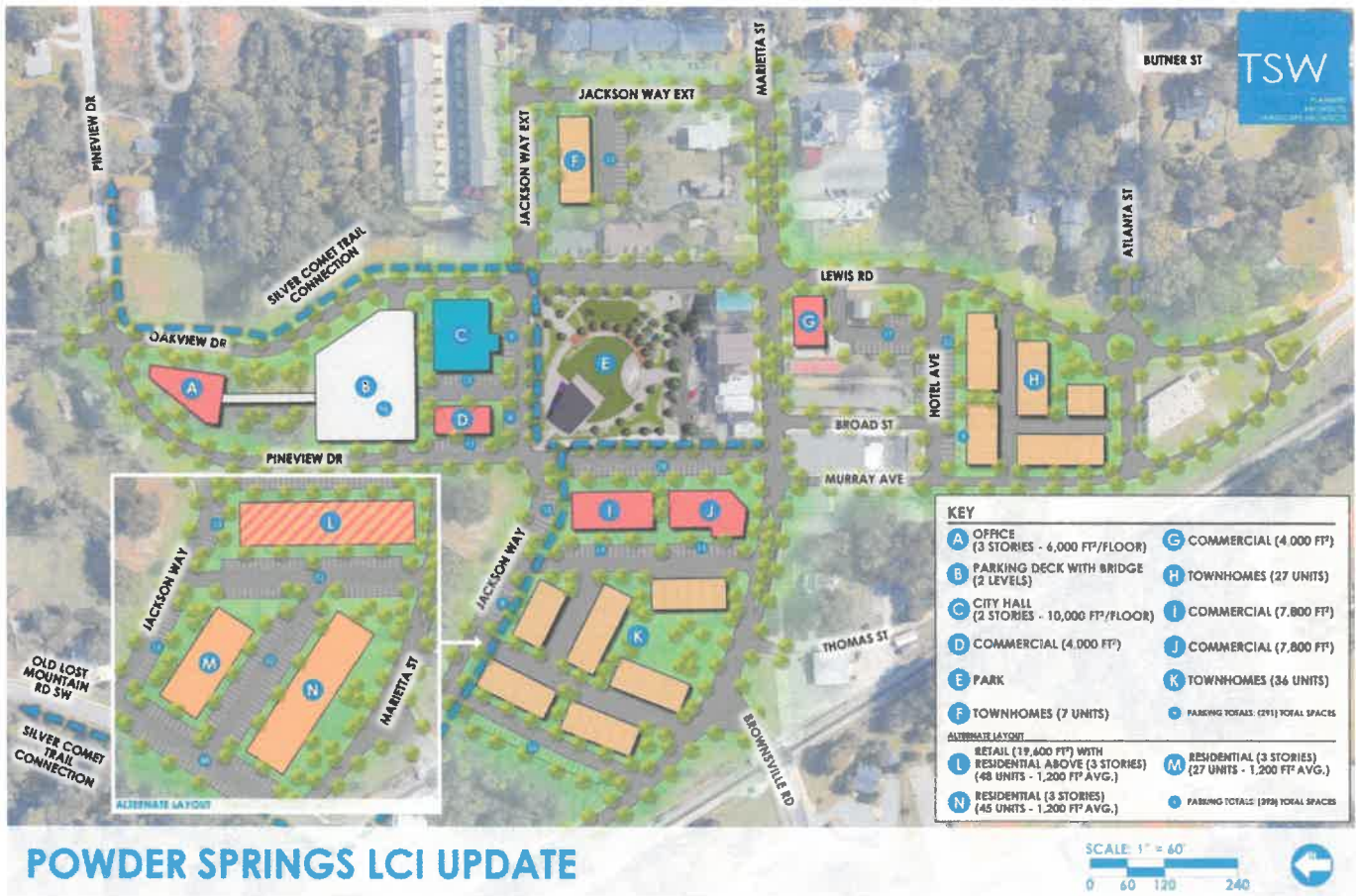
The **City of Fayetteville, Georgia** retained our firm to assist in implementing a revitalization strategy for its downtown. The main goals were to identify acquisition targets for a new city hall and public green-space, and to determine ways to enliven the Square with additional retail and restaurants. The first step involved a thorough analysis of existing conditions, as well as case studies of other downtowns in metro Atlanta where successful revitalization had occurred. Our firm also reviewed the recent master plan the City had prepared, and offered input as to why certain elements of the plan were not feasible from a market standpoint. The second phase involved working with a design firm to formulate a realistic master plan that responded to market conditions. Our firm is currently working with the City to implement the plan, which has included serving as a sounding board when new proposed developments are introduced to the downtown area. We assisted the City in negotiating the acquisition of a 10-acre property from the Fayette County School System. This property (shown in the rendering below) ultimately became the home of the new City Hall, City park, and two adaptive reuse commercial buildings.



DOWNTOWN POWDER SPRINGS REVITALIZATION

DESCRIPTION

The **City of Powder Springs, Georgia** retained our firm to assist in implementing a revitalization strategy for its downtown. The main goals were to determine the highest and best use of a five-acre site the City owned next to its new park and amphitheater and to identify potential properties for the Downtown Development Authority (DDA) to acquire in order to revitalize idle buildings and add retail, office and restaurants to the downtown. The first step involved a thorough analysis of existing conditions and properties currently owned by the City/DDA. The second phase involved preparing requests for proposals (RFPs) for two DDA-owned properties downtown, and to assist the DDA in acquiring key properties that are vital to the downtown revitalization. Our firm is currently working with the City/DDA to implement the plan, which includes representing the City/DDA in negotiations with developers for DDA-owned property and negotiating with certain property owners that are acquisition targets.



POWDER SPRINGS LCI UPDATE



**BYLAWS OF THE DEVELOPMENT AUTHORITY OF THE
CITY OF FOREST PARK**

ARTICLE I – NAME

The name of the Authority shall be the Development Authority of the City of Forest Park, (the “Authority”).

ARTICLE II – PURPOSE AND ORGANIZATION

SECTION 1. Purpose. The General Assembly created the Development Authority of the City of Forest Park by an Act of the General Assembly set forth in Georgia Laws 1969, page 137, and codified in Section 36-62-1 et seq. of the Official Code of Georgia. On November 20, 1972, the Mayor and Council of the City of Forest Park adopted the Development Authority of the City of Forest Park, appointed seven initial members to its Board of Directors, and designated the term of office of each. On April 30, 2014, the Mayor and Council of the City of Forest Park, Georgia (the “City”) adopted a Resolution which appointed new members of the Board of Directors for the Development Authority of the City of Forest Park and authorized them to exercise the City’s development authorities pursuant to O.C.G.A. § 36-62-1 et seq. (the “Development Authorities Law”). The powers and purposes set forth in the Development Authorities Law are expressly incorporated herein by this reference, subject to any current or future limitations or restrictions contained in the Development Authorities Law, the Resolution, or any amendments, modifications or changes to the foregoing. The Authority shall also have such additional purposes and powers as provided pursuant to subsequent amendments to the Development Authorities Law or any other law applicable thereto subject only to any limitations which may be imposed by resolution of the City of Forest Park Mayor and Council.

SECTION 2. Membership. The Board of Commissioners of the Authority (henceforth referred to as “Board”) shall consist of six (6) voting members and one (1) chairperson who shall be residents of the City of Forest Park, Georgia. The members appointed to the Board and the number of members serving on the Board shall be determined by the Mayor and Council of the City. The initial terms of the original members of the Board shall be as follows:

- (1) Mayor David Lockhart, whose initial term shall expire on April 30, 2016;
- (2) Frank Brandon, whose initial term shall expire on April 30, 2016;
- (3) Felicia Davis, whose initial term shall expire on April 30, 2016;
- (4) Roy Lunsford, whose initial term shall expire on April 30, 2018;
- (5) Pamela Lake, whose initial term shall expire on April 30, 2018;
- (6) Don Wright, whose initial term shall expire on April 30, 2018;
- (7) Lois Wright, Chairperson, whose initial term shall expire on April 30, 2018;

SECTION 3. Principal Office. The principal office of the Authority shall be located at Forest Park City Hall (745 Forest Parkway, Forest Park, Georgia 30297). Regular meetings of the Authority shall be held at the principal office. The principal office location may be changed by resolution of the Board.

ARTICLE III – BOARD

SECTION 1. Terms of Members. Persons appointed as members of the Board shall serve for terms of three (3) years. After the initial terms are served as described in Article II, Section 2, thereafter the terms of members of the Board shall be staggered in three (3) year terms as shall be provided in the resolution(s) of the Mayor and Council of Forest Park, Georgia appointing said members. Members of the Board shall serve for their respective terms of office as specified herein until their respective successors are appointed and qualified.

SECTION 2. Appointments. Any member of the Board may be appointed to succeed himself or herself. After their appointments, the members of the Board shall enter upon their duties. All appointments will be made by the Mayor and Council of the City of Forest Park, Georgia.

SECTION 3. Vacancies. A vacancy on the Board shall exist in the event of any member of the Board being convicted of a felony, or entering a plea of nolo contendere thereto; a member being convicted of a crime which involves moral turpitude or who enters a plea of nolo contendere thereto; a member being convicted of any act of malfeasance, misfeasance, or nonfeasance of such person's duties as a member of the Board; or who fails to attend three (3) consecutive regular meetings of the Authority without an excused approval by the Board Chairman. A vacancy on the Board shall also exist in the event of death, resignation, or relocation of a member outside of the City of Forest Park, Georgia area. A vacancy shall be filled by appointment by the Mayor and Council of the City.

SECTION 4. Subcommittees. Standing or special subcommittees of the Board may be created as deemed appropriate by the Chairperson or a majority of the members of the Board. The Authority may appoint members of the subcommittees such as individuals from the community as the Authority deems appropriate and such members have to be members of the Authority. The subcommittee shall serve in an advisory capacity to the Authority. The Chairperson of the Authority shall choose from among the members of each subcommittee a person to serve as chairperson of that subcommittee. The chairperson of each subcommittee shall serve a term assigned by a majority of the Board, and be eligible for reappointment. Each subcommittee shall make reports of its activities to the Authority as the Chairperson or the Board requests.

SECTION 5 Meetings. The Authority shall at least hold a regular annual meeting of the Board at such time, place and date as may be determined by the members of the Authority. Special meetings may be called by the Chairperson, two (2) of the members of the Board or general consent of the majority.

SECTION 6. Notice of Meetings. Notice of regular meetings, including the time and place therefore, shall be provided to the members at least two business days ahead of the scheduled meeting. Notice of special meetings must be provided no less than twenty-four (24) hours before the start of the meeting. Public notice of all meetings must be made in accordance with the appropriate provisions of the Georgia Open Meetings Act.

SECTION 7. Quorum. A majority of the five (5) voting members of the Board shall constitute a quorum. No vacancy on the Board shall impair the right of the quorum to exercise all of the rights and perform all of the duties of the Authority.

SECTION 8. Official Action. At any meeting at which a quorum is present, a vote by the majority of members of the Board present at said meeting shall constitute an official action by the Authority.

SECTION 9. Reimbursement; No Compensation. The members of the Board shall be reimbursed, upon submission of sworn vouchers, for all actual expenses incurred in the performance of their duties out of funds of the Authority and or City; but, members shall receive no further compensation.

SECTION 10. Parliamentary Procedure. In the event that the bylaws or rules of the Authority do not address a particular situation occurring during a meeting of the Authority, or in the event of a dispute concerning parliamentary procedures governing the conduct of a meeting of the Authority, the provisions of *Roberts Rules of Order* shall govern.

SECTION 11. Annual Activities. The Board will perform the following functions annually:

- a. Adopt a Fiscal Year budget;
- b. Cause an annual report of the Authority's activities in the prior Fiscal Year to be provided to the Mayor and Council in accordance with state law (particularly O.C.G.A. § 36-61-18(e) thereof) and provide the requisite public notice of the filing and availability for inspection of same; and
- c. Approve an independent, certified public audit of the Authority's financial records which must be completed in accordance with state law. This may be completed in accordance with the City's annual audit.

SECTION 12. Fiscal Year. The Agency's Fiscal Year shall correspond to the City's Fiscal Year, beginning July 1st and ending June 30th of each year.

SECTION 13. Seal. The Board shall be permitted to provide an Authority seal which, if approved, shall be in the form of a circle and shall have inscribed thereon the name of the Authority and other appropriate wording. A seal with the generic "corporate seal" inscription may be used as an alternative or temporary device.

ARTICLE IV – OFFICERS

SECTION 1. Classes, Terms and Elections. The officers of the Board shall be a Chairperson and a Vice Chairperson. The position of Chairperson shall be elected by the Mayor and Council of the City of Forest Park, Georgia. The office of Vice Chairperson shall be elected

by the Board. All officers will serve one year terms, with no limits on the number of terms they may serve.

SECTION 2. Duties of Chairperson. The Chairperson shall be responsible for directing all Board affairs and shall preside at all meetings of the Board. He or she may sign any documents which have been authorized by the Board or are required by law to be signed or executed. In general, he or she shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Board from time to time. The Chairperson of the Authority shall be entitled to vote only in the event of a tie.

SECTION 3. Duties of Vice Chairperson. In the absence of the Chairperson, or in the event of his or her inability or refusal to act, as determined by a majority of the members present at a meeting at which a quorum is present, the Vice Chairperson shall perform the duties of the Chairperson and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairperson. The Vice Chairperson shall perform such other duties as from time to time may be assigned to him or her by the Chairperson or by the members of the Authority. The execution of any instrument of the Authority by the Vice Chairperson shall be conclusive evidence, as to third parties, of his or her authority to act in the stead of the Chairperson.

SECTION 4. Delegation of Duties. The Authority may appoint a member of the Board to perform all or portions of the duties of secretary and/or treasurer. The secretary shall affix the Authority seal to any lawfully executed documents requiring it and shall attest to the signature of the Chairperson and/or the Vice Chairperson of the Authority who are authorized to execute documents of the Authority. The treasurer shall supervise the custodian of all of the funds of the Authority and shall supervise the collection of monies due to the Agency, the expenditures of the Agency funds, and the preparation and maintenance of appropriate books of account. The treasurer shall make available all financial information of the Authority to the Mayor and Council of Forest Park, Georgia. In general, the secretary and/or treasurer shall perform all duties usually incident to the office of secretary and treasurer and such other duties as may be prescribed by the members of the Authority from time to time. Neither the secretary and/or treasurer shall be voting members of the Board.

SECTION 5. Legal Counsel and Advisors. The Board may appoint legal counsel, employees and or advisors and assign duties by majority vote. Board appointees shall serve at the Board's pleasure.

ARTICLE V – EVIDENCE OF INDEBTEDNESS

SECTION 1. Evidences of Indebtedness. Evidences of indebtedness (including without limitation bonds) of the Authority shall be in a form determined by the Board in accordance with state law. Any coupons attached to bonds shall bear the facsimile signatures of the Chairperson, or the Vice Chairperson in the absence of the Chairperson. Evidences of indebtedness (other than bonds) shall be signed in the name of the Authority by the Chairperson or the Vice Chairperson (whether or not the Chairperson is available to execute the same); and, the official seal of the Authority shall be affixed thereto and attested to by the City staff person acting as secretary of the Authority, or by any other officer authorized by resolution of the Board. All

evidences of indebtedness shall be consecutively numbered or otherwise identified. All evidences of indebtedness surrendered to the Authority for transfer shall be canceled and no new evidences of indebtedness representing the same shall be issued until the surrendered evidences of indebtedness shall have been canceled, except as provided by resolution of the Board.

SECTION 2. Signatures by Former Officers. In case any officer whose signature shall appear on any bond or other evidences of indebtedness or whose facsimile signature shall appear on any coupon shall cease to be such officer before the delivery of such bonds or other evidences of indebtedness, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

ARTICLE VI - WAIVER OF NOTICE

To the extent legally permissible, whenever any notice is required to be given under the provisions of these bylaws, or under the provisions of any other laws of the State of Georgia, waiver thereof in writing, signed by the person, or persons, entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. This does not modify the provisions for notice.

ARTICLE VII – RESOLUTIONS

SECTION 1. Severability. Unless otherwise expressly provided, if any one of more of the provisions of any resolution of the Authority should be determined by a court of competent jurisdiction to be contrary to law, then such provision or provisions shall be deemed and construed to be severable from the remaining provisions therein contained and shall in no way affect the validity of the provisions of such resolution.

SECTION 2. Headings. Any heading preceding texts of the several articles and sections of any resolution of the Authority and any table of contents or marginal notes appended thereto, shall be solely for convenience of reference and shall not constitute a part of such resolution, nor shall they affect its meaning, construction, or effect unless otherwise expressly stated in said resolution.

SECTION 3. Effective Date. Unless otherwise expressly provided, each resolution of the Authority shall take effect immediately upon its adoption in the manner provided by law.

SECTION 4. Priority. Unless otherwise expressly provided, each resolution of the Authority shall be deemed to rescind and repeal all prior resolutions, rules or other actions, or parts thereof, of the Authority in conflict with such subsequent resolutions insofar (and only insofar) as such conflict exists. This provision shall not apply to conflicts between resolutions and bylaws of the Authority; provided that nothing herein contained shall be construed as impairing previous authorized obligations of the Authority.

SECTION 5. No Recourse Under Resolutions. All covenants, stipulations, promises, agreements and obligations of the Authority contained in any resolution of the Authority shall be deemed covenants, stipulations, promises, agreements and obligations of the Authority as a

whole and not of any member, officer, or employee of the Authority in his or her individual capacity. No recourse shall be had for any claim based on any resolution of the Authority against any member, officer or employee of the Authority in his or her individual capacity.

SECTION 6. Authority Complete. The members and officers of the Board, attorneys, agents and employees of the Authority shall be automatically authorized to do all acts and things required of them by any resolution of the Authority for the full, punctual and complete performance of all of the provisions of such resolution.

ARTICLE VIII – CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1. Additional Contract Authorizations. Subject to the provisions of state law and these bylaws, the members of the Authority may authorize any officer, officers, agent or agents of the Authority, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and such Authority may be general or defined in specific instances.

SECTION 2. Checks, Drafts or Orders. Subject to the expressed requirements of state law, all checks, drafts or orders for payment of money, issued in the name of the Authority shall be signed by such officer, officers, agent or agents of the Authority and in such manner as shall from time to time be determined by resolution of the Board.

ARTICLE IX - ADOPTION OF CONFLICT OF INTEREST AND ETHICS POLICY

No member or employee of the Authority shall have, directly or indirectly, any financial interest, profit, or benefit, in any contract work or business of the Authority, nor in the sale, lease, or purchase of any property to or from the Authority. Should one or more members or employees have acquired, prior to their affiliation with the Authority, property located in an area in which the Authority is undertaking to implement a development plan, and the Authority wishes to purchase or otherwise acquire such property from the employee or member, then in such event, the sale or transfer of such property, upon full disclosure of the employee or member's interest in property, shall not be deemed a violation of this Article. In addition to the foregoing, the members of the Authority may by resolution adopt a conflict of interest and ethics policy that incorporates a Code of Ethics appropriately similar to those maintained by the State of Georgia and/or City. For purposes of clarification, the members and employees of the Authority shall be required to comply with applicable provision of the laws of the State of Georgia as such relate to conflicts of interest and ethics.

ARTICLE X – GOVERNANCE CHANGES

SECTION 1. Rules, Regulations and Polices. The Board shall have the power and authority to make such rules, regulations and policies consistent with state law as said Board may deem expedient concerning the issue, transfer and registration of evidences of indebtedness of the Authority and further to make such rules, regulations and policies consistent with the purpose of the Authority provided for by state law.

SECTION 2. Establishment of Bylaws. These bylaws are established pursuant to further efficiency and operation of the Authority and shall become effective upon a majority vote of the members of the Board provided, however, that as and to the extent of any inconsistency between the provisions of these bylaws and state law, the provisions of state law shall prevail.

SECTION 3. Amendment of Bylaws. These bylaws may be amended or repealed upon the affirmative vote of the majority of the Board membership, provided such amendment or repeal is not inconsistent with state law applicable to the Authority. Such an amendment or repeal shall be proposed at a prior meeting of the Board and further provided that notice of the meeting, at which the vote is to be taken, shall set forth the proposal to be acted upon.

**BYLAWS OF
THE DEVELOPMENT AUTHORITY
OF THE CITY OF FOREST PARK**

ARTICLE I
NAME

The name of this organization is THE DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK (“Authority”). It is a public body, corporate and politic, and an instrumentality of the State of Georgia. The Authority was established by resolution of the Mayor and Council of the City of Forest Park November 20, 1972 pursuant to the provisions of O.C.G.A. § 36-62-1, et. seq.

ARTICLE II
PURPOSE

To promote economic growth and development of the City of Forest Park and for the public good to cooperate with State, City and County Governments in all respects toward the accomplishment of these goals, together with all powers granted to this Authority by the General Assembly of the State of Georgia.

ARTICLE III
MEMBERSHIP

3.1 Composition. The Authority shall consist of seven (7) members. The members of the Authority shall be elected by the Mayor and Council. Each member shall be appointed for a four (4) year term and until his or her successor has been appointed. Any Member of the Authority may be appointed as successor. The Members of the Authority shall enter upon their duties immediately after such appointment.

3.2 Qualifications. All persons who are residents within the limits of the City of Forest Park are eligible for appointment to the Authority.

3.3 Voting Rights. Each Member, including any who holds an office hereunder, present at a meeting shall be entitled to one vote on each matter submitted to a vote of the Members at each such meeting. So long as a quorum is present in person, a member may participate by teleconference if necessary due to reasons of health or absence from the jurisdiction so long as any Member participating telephonically can hear all that is said in discussions by other Members or anyone speaking to the Authority and all Members and others in attendance are able to hear all that is said by the Member participating telephonically. Absent emergency conditions or the written opinion of a physician or other health professional that reasons of health prevent a member’s physical presence, no member shall participate by teleconference more than twice in one calendar year.

3.4 Vacancy, Resignation and Termination of Members. In the event of a vacancy on the Authority through death, resignation, or otherwise, the same shall be filled for the unexpired term by Mayor and Council. The City Council may, after due notice and a hearing, upon affirmative vote of five of its members remove any Member of the Authority for cause. Provided however, “cause” shall mean: the dereliction of a members duties to the Board, such as the failure to attend three consecutive meetings of the Board; the violation of any criminal statute of the State of Georgia or any state law regarding the performance of their duty as a member of the Board; or, the failure to comply with the provisions of O.C.G.A Section 36-62-5(e)(1) or O.C.G.A Section 45-10-3 regarding conflicts of interest.

3.5 Compensation. Members of the Authority shall not be compensated but may be reimbursed for actual expenses incurred in the performance of their duties.

ARTICLE IV
CONDUCT OF BUSINESS AND MEETINGS OF MEMBERSHIP

4.1 General. The business of the Authority shall be managed by the Membership of the Authority.

4.2 Regular Meetings. A regular meeting of the Membership shall be held at 5:30 p.m. on the fourth Wednesday of the month, or at such other times as directed by the Chairperson at the hour to be set forth in the notice of the call of such meeting.

4.3 Special Meetings. Special meetings of the Membership may be called by the Chairperson or two (2) Members of the Authority and only the specific purposes for which the meeting is called shall be voted upon at a called meeting.

4.4 Place of Meetings. All meetings of the Membership of the Authority shall be held at the time and place designated in the notice of such meeting which shall be within the limits of the City of Forest Park, Georgia.

4.5 Notice of Meeting. A written or printed notice stating the place, day and hour as well as location of any special meeting of the Membership of the Authority shall be delivered, personally, by mail, or electronically to each Member entitled to be present and vote upon such matters as may come before the Authority at such meeting. Notice for a regular meeting shall not be less than one (1) nor more than ten (10) days before the date of such meeting by or at the direction of the Chairperson or Secretary or other officers or Members calling the meeting. The purpose for which the special meeting is called shall be stated in the notice and shall be given at least twenty-four (24) hours prior to the date of such special meeting. If the notice of any meeting is mailed, then notice of the meeting, whether regular or special shall be deemed “delivered” when deposited in the United States Mail addressed to the Member at his or her address as it appears in the records of the Authority with adequate postage thereon paid.

4.6 Quorum. Four (4) Members of the Authority shall constitute a quorum. A majority of the full membership shall be required to exercise the rights and perform all the duties of the Authority, and no vacancies shall impair the right of the quorum to act.

4.7 Manner of Acting. The transaction of any and all business at any and all meetings of the Membership shall be by a majority vote of the Members present at a meeting of the Authority at which a quorum is present. All Members present at a meeting of the Authority shall be deemed to have voted affirmatively for each item considered unless a Member's vote is expressly recorded as a negative or an abstention vote in the minutes of such meeting. A majority vote of the Members present at a meeting of the Authority shall constitute an action of the Members of the Authority. If a quorum is not present at a meeting of the Authority, the Members may discuss the agenda items but no binding vote can be made, except that a majority of the Members present may adjourn the meeting from time to time without further notice.

ARTICLE V OFFICERS

5.1 Officers. The officers of the Authority shall be the Chairperson, Vice Chairperson, Secretary-Treasurer and such other officers and assistant officers as may from time to time be established or elected by the Membership. No Member of the Authority shall hold more than one office, except that Member holding the office of Secretary-Treasurer.

5.2 Election of Officers. The officers shall be elected by the Membership of the Authority at the first regular meeting held each calendar year.

5.3 Vacancy of an Office. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Membership for the unexpired portion of the term of said office.

5.4 Duties of Officers:

(a) Chairperson. The Chairperson shall be the principal executive officer of the Authority and shall in general, supervise and control all of the business and affairs of the Authority. The Chairperson shall preside at all meetings of the Membership. The Chairperson may sign and affix the Corporate Seal of the Authority to any deeds, mortgages, bonds, contracts, including land options, or other instruments which the membership of the Authority have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Members of the Authority or by the Bylaws or by statute to some other officer or agent of the Authority, and in general shall perform all the duties incident to the office of Chairperson and such other duties as may be prescribed by the Members of the Authority from time to time.

(b) Vice Chairperson. In the absence of the Chairperson, or in the event of his or her inability or refusal to act, the Vice Chairperson shall perform the duties of the Chairperson, and when so acting, shall have all the powers of and be subject to all restrictions upon the

Chairperson. The Vice Chairperson shall perform such other duties as from time to time may be assigned to him or her by the Chairperson or by the Members of the Authority.

(c) **Secretary-Treasurer.** The Secretary-Treasurer need not be a Member of the Authority, such as support staff as provided in Section 5.5, and, if not a Member of the Authority, shall have no voting rights. The Secretary is the official custodian for the Minutes and all other official records of the Authority and of the Seal of the Authority and shall see that the Seal of the Authority is affixed to all documents, the execution of which on behalf of the Authority under its Seal is duly authorized in accordance with these Bylaws. The Secretary-Treasurer shall keep a registry of the address of each Member of the Authority, which shall be furnished to the Secretary-Treasurer by such Members; and, in general, to perform all duties incident to the office of Secretary-Treasurer and such other duties as from time to time may be assigned to her by the Chairman or the Members of the Authority. If required by the Members of the Authority, the Secretary-Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties the Members of the Authority shall determine. The Secretary-Treasurer shall have charge and custody of and be responsible for all funds and securities of the Authority, and receive and give receipts for monies in the name of the Authority from any source whatsoever, and deposit all such monies in the name of the Authority in such bank or banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws and in general, to perform all the duties incident to the office of Secretary-Treasurer and such other duties as from time to time may be designated to him or her by the Chairperson or by the Members of the Authority.

5.5 Support Staff. From time to time, as provided by agreement between the Authority and the City, the City may provide support for the Authority through the employees of the City.

ARTICLE VI COMMITTEES

6.1 Committees of the Membership. The Membership of the Authority, by resolution adopted by a majority of the Members in office, may designate one or more committees, each of which shall consist of three or more Members. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Members of the Authority, or any individual Member of any responsibility imposed upon it or him or her by law.

6.2 Other Committees. The Chairperson of the Authority may appoint the members of other committees not having and exercising of the authority of the Membership of the Authority. Any member thereof may be removed by the Chairperson whenever in his or her judgment, the best interests of the Authority shall be served by such removal. Other committees may also be established by a resolution adopted by a majority of the Members present at a meeting at which a quorum is present.

6.3 Term of Office. Each member of a committee shall continue to serve on said committee until his or her successor is elected or appointed unless: (a) the committee is terminated prior

thereto; (b) such member is removed from such committee; or (c) such member shall cease to qualify as a Member of the Authority.

6.4 Committee Chairperson. One member of each committee shall be elected by the members of the committee to serve as Chairperson of the committee except s hereinafter provided.

6.5 Committee Vacancies. Vacancies in the membership of a committee may be filled by appointment in the same manner as the vacating member was appointed.

6.6 Committee Quorums. Unless otherwise provided by the resolution establishing and designating a committee, a majority of all the member of the committee shall constitute a quorum and the act of the majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

6.7 Rules. Each committee may adopt rules for its own governance, not inconsistent with the state laws governing this Authority, these Bylaws or with rules adopted by the Authority.

ARTICLE VII RULES

Robert's Rules of Order are adopted by the Authority as the procedural rules for the conduct and affairs and business of the Authority.

ARTICLE VIII CONTRACTS, CHECKS, DEPOSIT, FUNDS, AUDITS, INSURANCE AND REGULATORY COMPLIANCE

8.1 Contracts. The Members of the Authority may authorize, by resolution, any officer or officers, agent or agents of the Authority, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instruments in the name of and on behalf of the Authority and such authority may be general or confined to specific instances.

8.2 Checks and Drafts. All checks, drafts and other orders for the payment of money on behalf of the Authority shall be signed by the Chairperson of the Authority and either the Secretary or Treasurer.

8.3 Bonds, Bond Documents and Notes. All bonds, bond documents, notes or other evidences of indebtedness issued in the name of the Authority shall be signed by Chairperson or Vice-Chairperson and the Secretary.

8.4 Deposits. All funds of the Authority shall be deposited from time to time to the credit of the Authority in such banks, companies or other depositories as Members of the Authority may select. The City of Forest Park may maintain the bank accounts of the Authority in accordance

with rules established by the Authority and furnish copies of monthly bank statements to the Authority. Such bank accounts shall be kept in the name of the Authority and all expenditures there from shall be approved, in writing as provided for hereinabove. The City of Forest Park shall provide a monthly accounting of Authority bank accounts.

8.5 Gifts. The Members of the Authority may accept on behalf of the Authority, any contributions, gift, bequest or devise for the general purpose or for any special purpose of the Authority.

8.6 Other. Other and special accounts may be established from time to time with such restrictions or authorizations as may be established by actions of the Membership authorizing such accounts.

8.7 Audits. The Authority shall provide to the City each year an audited financial statement of the previous fiscal year. Provided however, such may by agreement between the Authority and the City by including the financials of the Authority in the annual audit performed by the City.

8.8 Insurance. The Authority is hereby authorized to provide errors, omission and liability insurance for Members of the Board, as well as casualty and liability insurance on properties owned by the Authority.

8.9 Regulatory Compliance. The Authority shall make provision for filing such annual reports as may be required by the Department of Community Affairs, as well as the filing of any reports, returns or other regulatory requirements imposed by the issuance of any bond, the acceptance of any grants or by any state or federal regulatory agency.

ARTICLE IX FISCAL YEAR

The Fiscal Year for the Authority shall be the same as the fiscal year of the City of Forest Park.

ARTICLE X SEAL

The Membership of the Authority shall adopt a Seal in such form and content as they deem appropriate by a resolution of the Membership of the Authority.

ARTICLE XI AMENDMENTS OF BY-LAWS

These Bylaws may be amended by a majority of the members of the Authority present in any meeting of the Membership of the Authority provided written notice of the proposed amendment has been given to each Member of the Authority at least seven (7) days prior to the date of the meeting in which such amendment shall be considered for adoption.

Approved and adopted this _____ day of _____, 2021 at a properly called meeting of the Authority.

(SEAL)

Secretary

DRAFT