



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

Wednesday, March 23, 2022 at 5:30 PM  
City Hall-Council Chambers, Virtual Meeting Via Zoom

**Website:** [www.forestparkga.gov](http://www.forestparkga.gov)  
**Phone Number:** (404) 363.2454

**ECONOMIC DEVELOPMENT**  
745 Forest Parkway  
Forest Park, GA 30297

## AGENDA

**Billy Freeman, Chairman**  
**Alvin Patton, Vice Chairman**  
**Felicia Davis, Member**  
**Hector Gutierrez, Member**  
**Bennett Joiner, Member**  
**Lois Wright, Member**  
**Rhonda Wright, Member**

### MEETING NOTICE:

*This meeting is accessible to the public or media via web.  
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:**    **Passcode:**

**CALL TO ORDER/WELCOME:**

**ROLL CALL:**

**APPROVAL OF MINUTES:**

1. Approval of February 23, 2022 Meeting Minutes

**OLD BUSINESS:**

**NEW BUSINESS:**

2. Facade Grant Application Review
3. Introduction to Pastor Clinkscales & Police Chief Clark

4. Resolution approving Dream Big Property Sale
5. Committees within the Development Authority
6. Intergovernmental Agreement (IGA) for the Executive Director
7. Rental Properties & Lease Agreements
8. Economic Development Update
9. Joint Economic Development Retreat (May 13- May 15, 2022)

**EXECUTIVE SESSION:** (When an Executive Session is required, one will be called for the following issues: 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.



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**MINUTES**

**Billy Freeman, Chairman**  
**Alvin Patton, Vice Chairman**  
**Felicia Davis, Member**  
**Hector Gutierrez, Member**  
**Bennett Joiner, Member**  
**Lois Wright, Member**  
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**Dial in:** 1-929-205-6099    **Meeting ID:**    **Passcode:**

**CALL TO ORDER/WELCOME:**

Chairman Billy Freeman, Jr., called the Development Authority Meeting on February 23, 2022, to order at 5:38 pm.

**Present:**

Billy Freeman, Jr.  
Rhonda Wright  
Lois Wright  
Hector Gutierrez  
Bennett Joiner  
Alvin Patton  
Felicia Davis (via teleconference)  
Kirby Glaze, Development Authority Attorney  
Councilwoman Kimberly James

Mayor Angelyne Butler  
Bobby Jinks, Public Works Director  
Bruce Abraham, Economic Development Director  
Charise Clay, Economic Development Staff Assistant

### APPROVAL OF MINUTES:

1. Approval of the Regular Meeting Minutes for December 1, 2021

Lois Wright made the motion to approve the minutes as is. Rhonda Wright seconded the motion. Motion approved unanimously.

2. Approval of the Special Called Meeting Minutes for January 26, 2022

Alvin Patton made the motion to approve the minutes as is. Hector Gutierrez seconded the motion. Motion approved unanimously.

Kirby Glaze asked the board to amend the original agenda due to adding the following agenda item:  
Quit Claim Deed

- Hector Gutierrez made the motion to amend the agenda to add the additional item. Lois Wright seconded the motion. Motion approved unanimously.

### OLD BUSINESS:

3. Resolution for Sale of the 1.46 Acres on Main Street

Kirby Glaze gave the update on the sale of the 1.46 acres on Main Street:

- A resolution for the sale of 1.46 acres on Main Street and to amend the contract. This is a resolution that authorizes the Chairman to sign the documents necessary for closing for the sale of 1.46 acres on Main Street as well as a motion to approve an amendment to the contract extending the closing date to March 7, 2022.

Lois Wright made the motion to approve the extension of the contract and approve the resolution authorizing the Chair to sign the closing documents. Alvin Patton seconded the motion. Motion approved unanimously.

4. 850 Main Street Building Maintenance

- Development Authority owns & manages the property. There were plumbing issues that required major repair & renovation that totaled to a cost of \$31,750.

Alvin made the motion to ratify the expenditure. Hector Gutierrez seconded the motion. Motion approved unanimously.

### NEW BUSINESS:

5. Approval of 2022 Meeting Calendar

Lois Wright made a motion to approve the 2022 meeting calendar. Hector Gutierrez seconded the motion. Motion approved unanimously.

6. Intergovernmental Agreement (URA & DA)

Kirby Glaze gave the update on the Intergovernmental Agreement between the URA and DA:

- This is an Intergovernmental Agreement between the Development Authority (DA) and the Urban Redevelopment Agency (URA) that provides for reimbursement to the URA from the DA of funds received from a REBA Grant from the State for the extension of Anvil Block Road to Rateree Road. The DA is the

recipient of the grant funds, but the URA paid for the work. The agreement also provides that the URA will be responsible for compliance with all the grant requirements.

Lois Wright made the motion to approve the Intergovernmental Agreement between the DA & URA. Alvin Patton seconded the motion. Motion approved unanimously.

7. Approval to remove Lois Wright & Eliot Lawrence from the REBA bank account

Hector Gutierrez made the motion to remove Lois Wright & Eliot Lawrence from the REBA bank account. Alvin Patton seconded the motion. Motion approved unanimously.

8. Approval to add Chairman & Secretary/Treasurer as signatories on the REBA bank account

Hector Gutierrez made the motion to add the Chairman (Billy Freeman, Jr.) & Secretary/Treasurer (Charise Clay) as signatories on the REBA bank account. Bennett Joiner seconded the motion. Motion approved unanimously.

9. Approval of the GoSeeDoATL.com contract

Bruce Abraham gave the update on the GoSeeDoATL.com contract:

- GoSeeDoATL is a quarterly publication distributed at Hartsfield-Jackson Airport. The Development Authority paid \$3,250.00 for the back page Winter/Spring 2022 edition.

Alvin Patton made a motion to table the approval of the contract for the publication until more information is received. Hector Gutierrez seconded the motion. Motion approved unanimously.

10. Establish a spending threshold for the Chairman

- The previous Chair had a \$40,000 threshold to authorize payments without taking it before the board for approval.

Felicia Davis made a motion that the chair retain the \$40,000 spending threshold. Hector Gutierrez seconded the motion. Motion approved unanimously.

11. Development Authority Training

- Newly appointed members of the authority need to be trained on how to conduct meetings as well as what their responsibilities are as serving members of the board. All members must receive 8 hours of training within 12 months of their appointment. The board prefers a group training style compared to an individual, self-led training. More information regarding the dates of the training will be given during the next meeting.

12. Art Mural on DA Buildings

Hector Gutierrez gave the update on Art murals on DA Buildings:

- Hector Gutierrez researched different projects that would beautify the city. The proposed idea is to have a mural or art project on the side of the 751-771 building that faces Forest Parkway. He spoke with the artist who designed murals for Ted Turner, students from Forest Park High School who assisted him on another art project, and Nachae Jones of Jonesy's Place to gather ideas. A proposal is being drafted for the project.

13. Quit Claim Deed

Kirby Glaze gave the update on the Quit Claim Deed:

- The Authority needs to approve a Quitclaim Deed for property that the Authority had deeded to the City for right-of-way in 2018. The City ultimately decided not to build the road and is transferring the property to the adjoining property owners. The title attorneys want the Quitclaim Deed to clear the title.

Hector Gutierrez made a motion to approve the execution of Quit Claim Deed. Lois Wright seconded the motion. Motion approved unanimously.

**OTHER DISCUSSION:**

Felicia Davis mentioned committees within the Authority such as workforce, small business, and art that were discussed at a prior meeting. The Chairman Billy Freeman, Jr. recommended that the topic be discussed at the next regular meeting.

Economic Development Update, given by Bruce Abraham:

- Façade Grants: A program funded by the Development Authority to assist businesses on Main Street in the remodeling of their business. Business owners can be awarded up to \$25,000 to assist with their project through the grant if they contribute 20% of their own funds. 3 awards have been approved thus far.
- Grand Openings: 5 upcoming grand openings for businesses throughout the community.
- Townhomes on Main Street: The project is set to close very soon.
- Zaxby's: The restaurant is on target to close very soon.
- Building 751-771 on Main Street: Construction on the deck between the two buildings is finally under way. A ribbon cutting will take place once the construction is done. It was suggested that the Board should determine a name for the property.
- Workforce Development: Bruce Abraham met with Rev. Clinkscales of the Rock Church of Atlanta and other members of the community to discuss establishing a workforce development center. This will be in conjunction with the proposed Business Coalition for local small and large businesses.

**EXECUTIVE SESSION:** (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

**ADJOURNMENT:**

Chairman Billy Freeman, Jr., adjourned the meeting at 6:35pm.

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.

## Forest Park Facade Grant Application

### Applicant Information:

Applicant Name: Scott Brumbelow

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Co-Applicant Name (if property is owned by another):

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Business Name: Georgia Utility Contractors Association, Inc.

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Business License Number: 1209

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Street Address: 804 Main Street, Suite C

City: Forest Park

State/Zip: GA

---

Cell Phone #:

Alternative Phone #:

---

Email: **scott@guca.com**

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### Project Description:

Please provide a general description of your project. Include all estimates, drawings, and plans with application.

The Walker Building located at 804 is the location of the Georgia Utility Contractors Association, Inc. (GUCA). The GUCA has owned and operated in the building for almost 25 years and provides safety and educational training to contractors and municipal governments and county governments such as The City of Forest Park and Clayton County for decades.

The Walker Building was constructed over 50 years ago and the concrete sidewalk and landscaping is in need of renovations to improve the property. The renovations will positively contribute to the appearance and vitality of Forest Park's downtown and commercial districts. Additionally, these improvements specified in the drawings will also bring The Walker Building into compliance for building access with the updated Americans with Disabilities Act (ADA).

If the building is currently not in use, what is the proposed use for the building?



**Costs & Expenses**

What is the estimated cost for the building improvements? Please include supporting estimates documentation.

**\$54,594.00**

Will you request prepayment of partial funds to begin the project? No

Grant amount requested: **\$25,000.00**

**Applicant Acknowledgement:**

I, Scott Brumbelow acknowledge that the information contained in this application is true and accurate.

I, the undersigned, understand that the façade grant must be used for the project described in this application. I have read and agree to abide by the required guidelines of the Forest Park Façade Grant program. I will adhere to the decision of the Development Authority. I understand that improvements funded by the Development Authority must be maintained for a period of at least three years. I understand that if approved, I will not be eligible for the façade grant for three years once grant funds are disbursed.

Applicant Signature: Scott Brumbelow

Co-Applicant Signature (if applicable): \_\_\_\_\_

Date: 03/21/2022

**FOR OFFICE USE ONLY**

Reviewed by: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_

Project Type (Major or Minor Improvement): \_\_\_\_\_

Date Presented to DA: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Amount Approved: \$ \_\_\_\_\_ Required Completion Date: \_\_\_\_\_

Notes:





**UP Architecture and Construction**

247 Sumac Trail  
 Woodstock, GA 30188 US  
 office@upatlanta.com  
 uparchitectureandconstruction.com



## Estimate

ADDRESS  
 Scott Brumbelow

ESTIMATE 1079  
 DATE 03/16/2022

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Demolition	75 In ft of Bushes-3 Stumps-2 Dumsperts-Remove 324 Sq ft of concrete	1	4,200.00	4,200.00
Landscape Plus	Labor and Material-75 In ft demolition-3 Holly Sky pencil-8 lillies-59 Green Boom-2 Crepe Myrtle-90 Southern Living	1	8,930.00	8,930.00
Concrete	900 sq ft Side walk with ramp, Tear out concrete, repour concrete ramp, repour curve and bricks	1	20,765.00	20,765.00
handrails	40 In ft Outdoor Handrails Match current one black color	1	8,100.00	8,100.00
Construction Management	Reserve	1	12,599.00	12,599.00
TOTAL				<b>\$54,594.00</b>

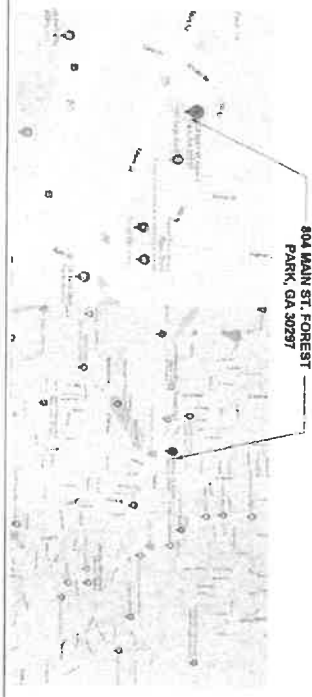
Accepted By

Accepted Date

# GEORGIA UTILITY CONTRACTORS ASSOC INC

## GEORGIA UTILITY CONTRACTORS SIDEWALK RENOVATION 804 MAIN ST. FOREST PARK, GA 30297

### LOCATION MAP



DRAWING LIST	
SHEET NO.	SHEET NAME
1	COVER
2	EXISTING & PROPOSED FLOOR PLAN
3	EXISTING & PROPOSED SIDEWALK

**PROJECT DATA**

CONTACT: PROJECT OWNER'S REPRESENTATIVE  
 PROJECT: SIDEWALK RENOVATION  
 ADDRESS: 804 MAIN ST. FOREST PARK, GA 30297  
 DATE: 08/20/2018

**SCOPE OF WORK:**

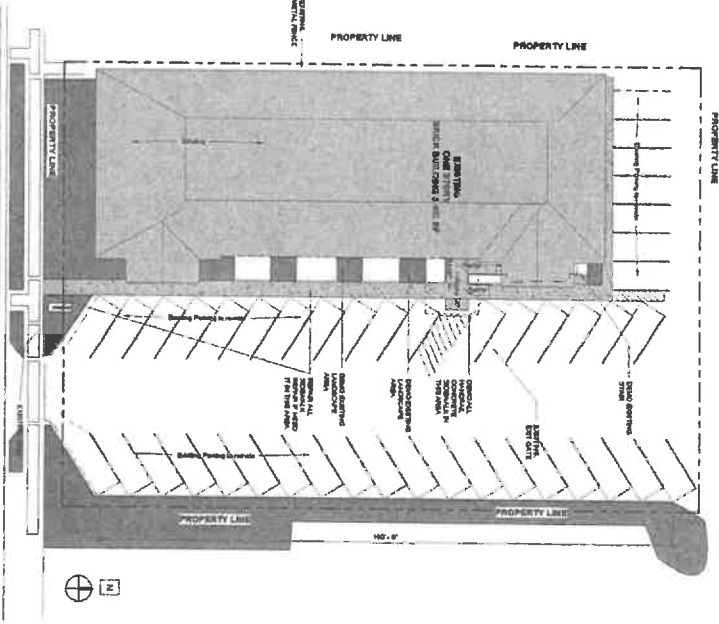
REPLACE EXISTING SIDEWALK WITH NEW SIDEWALK AND CURB AT FOREST PARK SIDEWALK RENOVATION PROJECT. THE WORK SHALL BE LIMITED TO THE EXISTING SIDEWALK AND CURB AT FOREST PARK SIDEWALK RENOVATION PROJECT.

**SIGN NOTES:**

PROJECT & DATE:  
 NOT INCLUDING SIDEWALK

**OWNER:** GEORGIA UTILITY CONTRACTORS ASSOCIATION  
 1000 W. BUCKLEBOURNE DR. SUITE 100  
 FARMINGTON, GA 30297  
 PHONE: 770.420.1234  
 FAX: 770.420.1235

**ARCHITECT:** COOKIEGRAMS OF GEORGIA  
 1000 W. BUCKLEBOURNE DR. SUITE 100  
 FARMINGTON, GA 30297  
 PHONE: 770.420.1234  
 FAX: 770.420.1235

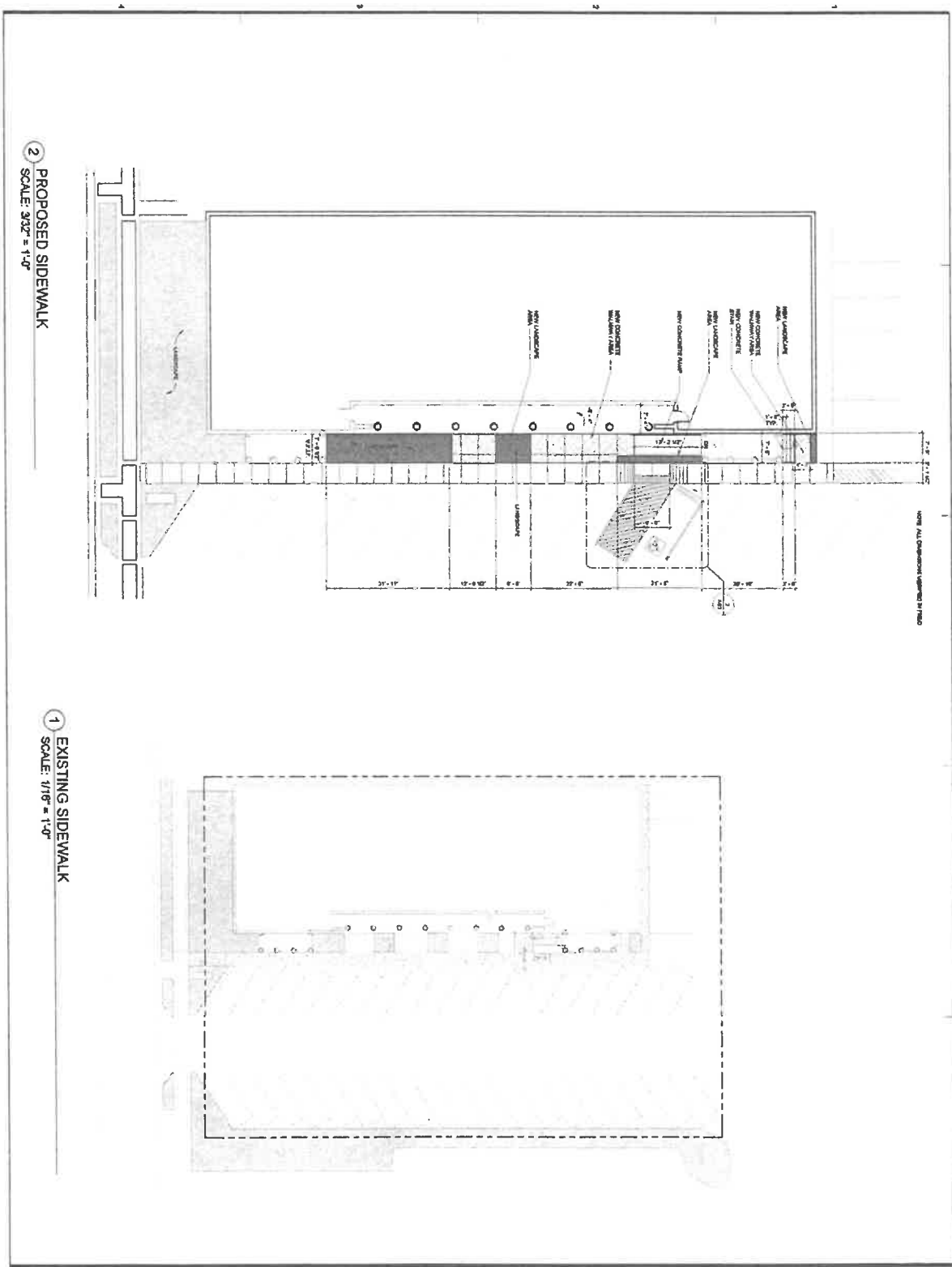


2 ARCHITECTURAL EXISTING SITE PLAN  
 SCALE: 1/16" = 1'-0"



Project:  
 Cookiegrams of Georgia  
 804 Main St. Forest Park, GA 30297  
 SHEET TITLE:  
 COVER

NO FOR CONSTRUCTION  
**A01**



2 PROPOSED SIDEWALK  
SCALE: 3/32" = 1'-0"

1 EXISTING SIDEWALK  
SCALE: 1/16" = 1'-0"



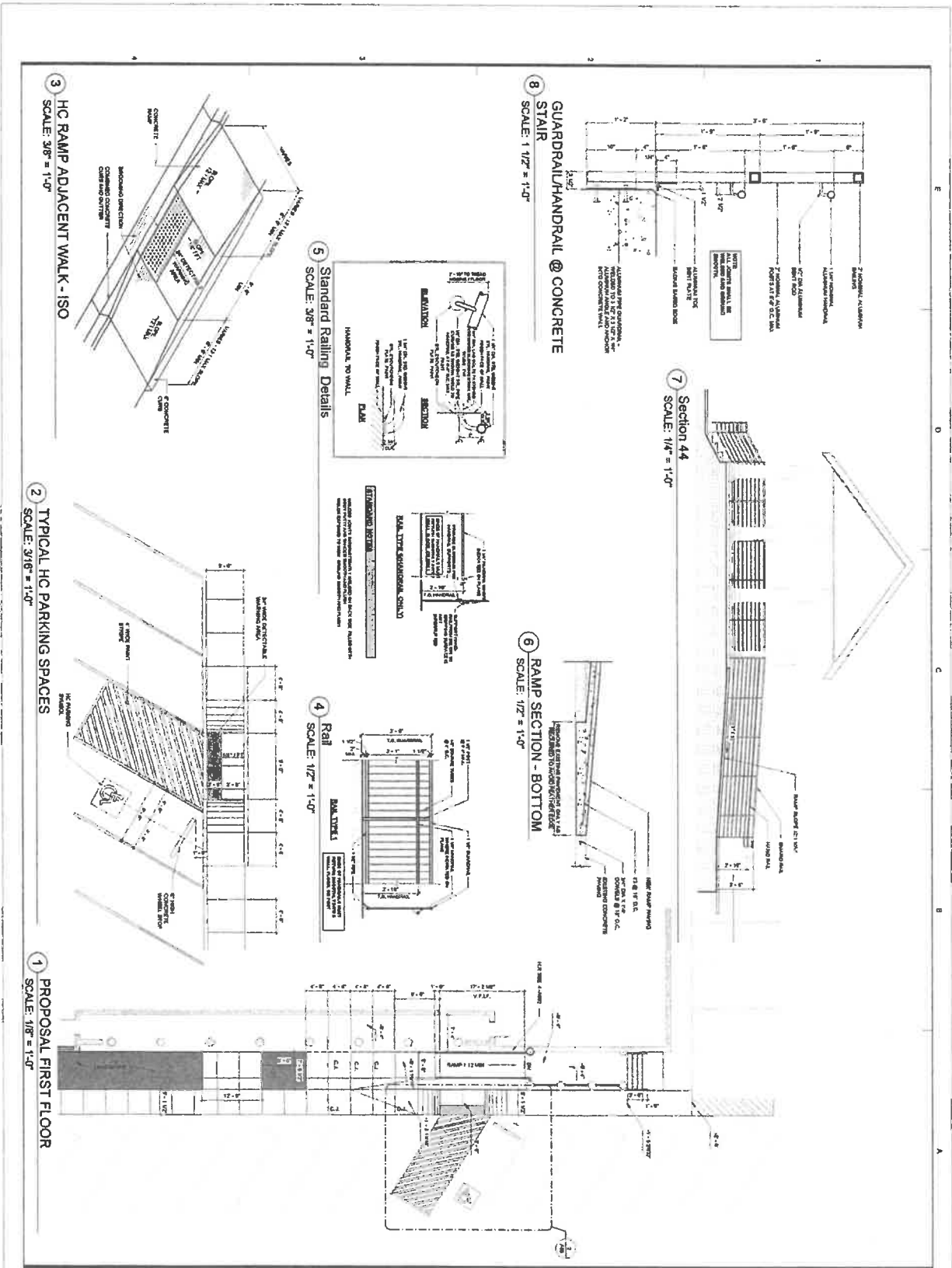
PROJECT  
Cookiegrams of Georgia

804 Main St, Forest Park, GA 30297

EXISTING & PROPOSED FLOOR PLAN

**A02**

NO FOR CONSTRUCTION



NO FOR CONSTRUCTION

**A03**

PROJECT:  
 Cookiegams of Georgia  
 804 Main St. Forest Park, GA 30297

DATE: 7/2014

REVISION:

DRAWN: TFL

ENLARGED PLANS & DETAILS



**RESOLUTION**

**A RESOLUTION BY THE DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK, GEORGIA TO AUTHORIZE THE CHAIRMAN TO EXECUTE ANY AND ALL CLOSING DOCUMENTS TO COMPLETE THE SALE OF 1.70 ACRES, MORE OR LESS, LOCATED IN LAND LOT 49 OF THE 13<sup>TH</sup> LAND DISTRICT, CLAYTON COUNTY, GEORGIA; AND FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, this Authority desires to sell the real property in downtown Forest Park and bounded in part by College Street, Main Street and Finley Drive, containing 1.70 acres, more or less, located in Land Lot 49 of the 13<sup>th</sup> Land District, Clayton County, Georgia, Forest Park, Georgia, and more particularly described on Exhibit “A” attached hereto and made a part hereof by this reference, to DREAM BIG HOLDINGS, LLC, a Georgia limited liability company, for a purchase price of \$300,000.00, pursuant to the terms of that certain Agreement for the Sale and Purchase of Real Property between the Authority and DREAM BIG HOLDINGS, LLC, dated October 5, 2020, as amended from time to time, and as assigned if applicable; and

**WHEREAS**, in connection with said transaction, the Authority will be required to sign closing statements, affidavits, bills of sale and limited warranty and quitclaim deeds; and

**WHEREAS**, this Authority deems said sale to be in the best interest of the Authority and said sale has been approved in all respects pursuant to the Authority’s governing documents;

**NOW, THEREFORE, BE IT RESOLVED** that the Chairman of the Authority, Billy Freeman, is authorized and directed on behalf of the Authority to enter into the aforesaid transaction, to execute all appropriate instruments and documents in connection with the conveyance, including but not limited to closing statements, affidavits, deeds, and bills of sale, all such documents and instruments to be in such form and to contain such provisions as may be agreed upon by said officer of the Authority, and the signature of such officer of the Authority to said closing statements, deeds, affidavits and bills of sale and other appropriate documents shall evidence this agreement thereto;

Attest:

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

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Billy Freeman, Jr. Chairperson

Date: \_\_\_\_\_

SECRETARY’S CERTIFICATE

The undersigned Secretary of the Development Authority of the City of Forest Park (the “Authority”), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of the resolution adopted on March 23, 2022 by the members of the Authority in a meeting duly called, noticed and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution appears of record in the Minute Book of the Authority, which is in the undersigned’s custody and control.

WITNESS my hand and the official seal of the Authority, this \_\_ day of March 2022.

\_\_\_\_\_  
Secretary  
Development Authority of the City of  
Forest Park

(SEAL)

RESOLUTION

A RESOLUTION AUTHORIZING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH RESPECT TO THE HIRING OF AN EXECUTIVE DIRECTOR AND AN INDEPENDENT CONTRACTOR AGREEMENT FOR SUCH SERVICES.

WHEREAS, the Development Authority of the City of Forest Park desires to share the cost of an Executer Director with the Urban Redevelopment Agency of the City of Forest Park and the Downtown Development Authority of the City of Forest Park; and

THEREFORE, IT IS NOW RESOLVED BY THE DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK, AS FOLLOWS:

1. **Approval of Execution.** The Intergovernmental Agreement attached hereto as Exhibit A and the Independent Contractor Agreement attached hereto as Exhibit B are hereby approved, and the Chair is hereby authorized to execute said agreements with such changes as are recommended by legal counsel.
2. **Documents.** The Secretary is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the amendment, subject to approval as to form by legal counsel.
3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions.** All resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. **Effective Date.** This Resolution shall be effective on the date of its approval by Board.

SO BE IT RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
CHAIR

(SEAL)

ATTEST:

\_\_\_\_\_  
SECRETARY

**EXHIBIT A**  
**Intergovernmental Agreement**



**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN THE**

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

**DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK,**

**AND**

**URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK**

This Intergovernmental Agreement (“IGA”) is entered into and effective as of this \_\_\_\_ day of \_\_\_\_\_ 2022 by and among the Development Authority of the City of Forest Park (the “DA”), the Downtown Development Authority of the City of Forest Park (the “DDA”), and the Urban Redevelopment Agency of the City of Forest Park (the “URA”) to provide for the shared cost of an Executive Director.

WITNESSETH:

**WHEREAS**, the governing boards of the respective parties desire to share the cost of an Executer Director who shall provide for the management of the day-to-day operations of the DDA, DA and URA; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for the other good and valuable consideration, the parties hereunto agree as follows:

**ARTICLE I. SHARED EXECUTIVE DIRECTOR EXPENSE**

The parties hereto each agree to pay the following annual amounts to provide for a salary for the Executive Director:

URA: \$14,000

DDA: \$14,000

DA: \$14,000

Each year the URA, DDA and DA respectively shall budget an annual amount for such cost to be paid monthly pursuant to the terms of an Independent Contractor Agreement with the Executive Director (the "Agreement"), a copy of which is attached hereto as Exhibit A.

## **ARTICLE II. TERM**

This IGA shall commence upon its approval by the respective governing bodies of the parties and shall continue for the term of the Agreement, unless extended by the written agreement of the parties. Provided however, the Boards, or any one or more of the Boards, in their sole discretion, may terminate this IGA upon thirty (30) days' written notice to the other parties.

## **ARTICLE III. APPOINTMENT**

The parties hereto each individually and jointly appoint Dr. Marc Antonie-Cooper to serve as their Executive Director pursuant to the terms of the Agreement.

## **ARTICLE IV. ENTIRE AGREEMENT**

This IGA shall constitute the entire understanding between the parties and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement.

## **ARTICLE V. SEVERABILITY OF TERMS**

In the event any part or provision of this IGA is held to be invalid, the remainder of this IGA shall not be affected thereby and shall continue in full force and effect.

**ARTICLE VI. GOVERNING LAW**

This IGA shall be governed in all respects as to the validity, construction, capacity, or otherwise by the laws of the State of Georgia.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this IGA effective as of the date stated above.

DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK

BY: \_\_\_\_\_  
Chair

BY: \_\_\_\_\_  
Secretary

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK

BY: \_\_\_\_\_  
Chair

BY: \_\_\_\_\_  
Secretary

URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK

BY: \_\_\_\_\_  
Chair

BY: \_\_\_\_\_  
Secretary

**EXHIBIT B**  
**Independent Contractor Agreement**

INDEPENDENT CONTRACTOR AGREEMENT  
EXECUTIVE DIRECTOR

THIS AGREEMENT is entered into and effective as of this \_\_\_\_ day of \_\_\_\_\_ 2022 by and among the Development Authority of the City of Forest Park (the “DA”), the Downtown Development Authority of the City of Forest Park (the “DDA”), the Urban Redevelopment Agency of the City of Forest Park (the “URA” and along with the DA and DDA, the “Boards”) and Dr. Marc-Antonie Cooper (the “Executive Director”).

WHEREAS, it is proposed that the Boards, individually and collectively, retain the services of Dr. Marc-Antonie Cooper to serve as Executive Director of each of the above named entities;

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

A. MUTUAL ASSENT TO EMPLOYMENT

The Boards, individually and collectively, hereby engage and hire Dr. Marc-Antonie Cooper, as an independent contractor, to act as their respective Executive Director.

B. DUTIES OF EXECUTIVE DIRECTOR

The duties of the Executive Director are attached hereto as Exhibit A.

C. COMPENSATION AND BENEFITS

The Executive Director, as an independent contractor to each of the Boards, shall receive a combined amount of \$42,000 in compensation per calendar year. Which sum shall be prorated equally between each of the Boards and shall be paid monthly. Such shall constitute the total compensation for Dr. Marc-Antonie Cooper’s services and no other benefits shall apply.

D. TERM

This Agreement shall commence upon its approval by the Boards and shall continue for a period of twelve (12) months, unless extended by the written agreement of the parties or terminated as provided for herein.

E. TERMINATION

The Boards, or any one or more of the Boards, in their sole discretion, may terminate this Agreement upon 30 days’ written notice to the Executive Director. The Executive Director may terminate this Agreement, as to any one or more of the Boards, upon 30 days’ written notice to the Boards. Should this Agreement be terminated by any of the parties, but not all of the parties, the compensation provided for in Section C above shall be reduced by the pro rata amount of those terminating the contract.

#### F. FINAL AND ENTIRE AGREEMENT

This Agreement supersedes and controls all prior written and oral agreements and representations of the parties. To the extent this Agreement is inconsistent with prior written and oral agreements, the provisions set forth herein shall control, supersede and constitute the entire agreement of the parties.

#### G. AMENDMENTS AND MODIFICATIONS

This Agreement shall not be amended or modified except by written agreement signed by all parties.

#### H. INVALID PROVISIONS

It is hereby declared to be the intention of the Boards that all sections, paragraphs, sentences, clauses and phrases of this Agreement are or were, upon approval of this Agreement, believed by the Boards to be fully valid, enforceable and constitutional. It is hereby declared to be the intention of the Boards that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Agreement is severable from every other section, paragraph, sentence, clause or phrase of this Agreement. It is hereby further declared to be the intention of the Boards that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Agreement is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Agreement. In the event that any phrase, clause, sentence, paragraph or section of this Agreement shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Boards that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Agreement and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Agreement shall remain valid, constitutional, enforceable, and of full force and effect.

#### I. GOVERNING LAW

This Agreement shall be governed in accordance with the laws of the State of Georgia.

[Remainder of Page Left Intentionally Blank]

IN WITNESS, WHEREOF, the parties hereto have signed this contract in duplicate, each counterpart of which is hereby deemed an original for all purposes as of the date first above written.

EXECUTIVE DIRECTOR

DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK

\_\_\_\_\_  
Dr. Marc-Antonie Cooper

BY: \_\_\_\_\_  
Chair

BY: \_\_\_\_\_  
Secretary

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK

URBAN REDEVELOPMENT AGENCY OF THE CITY OF FOREST PARK

BY: \_\_\_\_\_  
Chair

BY: \_\_\_\_\_  
Chair

BY: \_\_\_\_\_  
Secretary

BY: \_\_\_\_\_  
Secretary



## EXHIBIT A

## EXECUTIVE DIRECTOR JOB DESCRIPTION

- In addition to and beyond those services provided by the Executive Director in his capacity as City Manager of the City of Forest Park, the Executive Director shall:
- Pro-actively direct and pursue economic development initiatives established by the Development Authority of the City of Forest Park (the “DA”), the Downtown Development Authority of the City of Forest Park (the “DDA”), and or the Urban Redevelopment Agency of the City of Forest Park (the “URA” and along with the DA and DDA, the “Boards”).
- Provide customer driven problem solving, professional economic development advice, and services as an advocate for economic development on behalf of the Boards, individually and collectively.
- Provide guidance for the retention and growth of all of the diverse economic sectors within the City of Forest Park as well as being pro-active in the creation and attraction of new businesses to the City of Forest Park.
- Maintain a liaison with various local, state and federal agencies. Maintain a strong working relationship with the general public, area businesses, elected officials, the media and others, on behalf of the Boards, individually and collectively
- Work with the Boards, individually and collectively to promote the orderly development of projects within the City of Forest Park, utilizing the respective powers and responsibilities of each of the Boards.
- Make presentations and provide information to each of the Boards and individuals regarding economic development issues, programs, services, and plans.
- Oversee the preparation grant proposals and applications, contracts, and other documents as required for various community services and prospects on behalf of the Boards, individually and collectively.
- Assist with negotiations and the management of professional service contracts, property sales or acquisitions and economic development-oriented negotiations on behalf of the Boards, individually and collectively.
- Attend professional development workshops and conferences to keep aware of trends and developments in the field of economic development and to represent the Boards on matters related to economic development.
- The Executive Director shall not be authorized to bind or obligate any of the Boards, except where specifically authorized to do so by the respective Board of Directors.

- If at any time the Executive Director should be given directions or specific tasks to perform that conflict with directions or tasks given him by the City in his capacity as City Manager, the Executive Director shall so advise the respective Board or Boards and immediately resign as Executive Director off said Board or Boards and terminate his agreement.

SOUTH AND NORTH ELEVATIONS

**FRONT ELEVATION**

**2 NORTH ELEVATION DRIVE-THRU SIDE**

**1 SOUTH ELEVATION, FACING MAIN STREET**

**ZAXBY'S**  
FOREST PARK, GA

**CONSTRUCTION**

**A105**

ZAXBY'S