



Downtown Development Authority

MINUTES

Thursday, May 13, 2021

8:00 AM

City Hall - 215 N. Broad Street

CALL TO ORDER

Meeting called to order at 8:03 am.

ROLL CALL

PRESENT

Chairman Lisa Anderson

Vice Chair Meredith Malcom

Secretary Andrea Gray

Board Member Whit Holder

Board Member Charles Sanders

Board Member Chris Collin

CITY STAFF

John Howard

Les Russell

Logan Propes

Sadie Krawczyk

ABSENT

Board Member Wesley Sisk

City Council Representative Ross Bradley

APPROVAL OF PREVIOUS MEETING MINUTES

. DDA April Meeting Minutes

Approved - Motion made by Secretary Gray, Seconded by Board Member Holder.
Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Holder,
Board Member Sanders, Board Member Collin

APPROVAL OF FINANCIAL STATEMENTS

. DDA March Financials

Approved - Motion made by Board Member Sanders, Seconded by Board Member Holder.
Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Holder,
Board Member Sanders, Board Member Collin

PUBLIC FORUM

Mary Hall representing Walnut Grove City Council

CITY UPDATE

Intergovernmental Agreement for the sale of 116 S. Broad Street was agreed upon by city council; Downtown Green funding mechanism decided by city; RFQ for zoning consultation for Blaine Street Station and planned districts has been complete, Lord Aeck Sargent hired by city for these services; Infill Overlay District revisions and Central Business District expansion are before Planning & Zoning this month and City Council in June; Monroe Pavilion in on track to complete construction end of 2021 and planning to open January 2022.

COUNTY UPDATE

None.

COMMUNITY WORK PLAN &REPORTS

Existing Environment -

Mural is moving forward on W. Spring Street wall; Bicentennial Banners have been ordered; Highland parking lot redesign is now complete and having a very positive impact on downtown.

Infill Development -

Wayne Street parcels are still under contract but delayed due to title issues; Carmine Fiscetti is working on the site design for the block and will have drafts soon for DDA review.

The board discussed next steps for the Ice Box retail spot behind the Visitors Center. Sadie will gather costs for installing a concrete pad and bringing utilities to the pad, and we will structure a two year lease to recover these initial expenditures for the site.

Entertainment Draws -

Due to the success of Unicorn Day, downtown businesses are planning to coordinate more themed days such as Dinosaur Day in June and potentially a Pirate Day in the fall.

PROGRAMS

Events

MWCA will host their garden tour this Saturday; June concert is the next downtown event; May concert seemed to be the largest crowd we have ever had for a May concert; Monroe Blooms Flower Festival is coming together nicely for June 19th.

Downtown Design

No update.

Farmers Market

The opening day of the market went very well! Audrey Fuller has been hired as the new market manager, and she is shadowing Gail Zorn to learn the systems in place.

FUNDING

SPONSORSHIP

Coming as pledged.

FACADE GRANTS

Board member Collin left the chambers while we were considering action on the facade grants.

. 107 N. Broad Street

Approved for \$1500.00 grant - Motion made by Vice Chair Malcom, Seconded by Secretary Gray. Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Holder, Board Member Sanders
Voting Abstaining: Board Member Collin

. 109 N. Broad Street

Approved for \$1500.00 grant - Motion made by Board Member Sanders, Seconded by Board Member Holder.
Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Holder, Board Member Sanders
Voting Abstaining: Board Member Collin

COMMUNITY EVENT GRANTS

None.

NEW BUSINESS

The following IGA was reviewed and adopted by the board - Motion made by Secretary Gray, Seconded by Vice Chair Malcom. Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Holder, Board Member Sanders, Board Member Collin

**INTERGOVERNMENTAL AGREEMENT CONCERNING THE
TRANSFER AND SALE OF 116 SOUTH BROAD STREET
MONROE, GEORGIA 30655**

This Intergovernmental Agreement is made and entered into this ___ day of _____, 2021 by and between the City of Monroe, Georgia, a duly incorporated municipality organized and operating under the laws of the State of Georgia (the "City") and the Downtown Development Authority of the City of Monroe (the "DDA")(the "Agreement") (with both the City and DDA being referred to herein collectively as the "Parties").

RECITALS

WHEREAS, the City acquired the property commonly known as 116 South Broad Street, Monroe, Georgia 30655 by virtue of that certain Warranty Deed dated September 19, 2005, and recorded in Deed Book 2299, pages 303-304, Walton County, Georgia records (the "Property"), said deed being attached hereto as Exhibit "A" for a more complete description of the Property; and,

WHEREAS, the City currently holds title to the Property, free and clear of any and all known encumbrances; and,

WHEREAS, the City currently operates the City of Monroe Police Department (the "Police Department") and the City of Monroe Municipal Court (the "Municipal Court") at the Property; and,

WHEREAS, the City recently acquired the property commonly known as 140 Blaine Street, Monroe, Georgia 30655 by virtue of that certain Quitclaim Deed dated December 21, 2017, and recorded in Deed Book 4168, page 321, Walton County, Georgia records (the "New Property"); said deed being attached hereto as Exhibit "B" for a more complete description of the New Property; and,

WHEREAS, the City is in the process of remodeling the New Property for the purpose of relocating the Police Department and the Municipal Court; and,

WHEREAS, upon completion of the City's remodeling of the New Property and relocation of the Police Department and the Municipal Court, the City will no longer occupy the Property; and,

WHEREAS, the City is desirous of transferring the Property to the DDA for the purpose of marketing and selling the Property for the general benefit and wellbeing of the public and to promote economic development within the City; and,

WHEREAS, the DDA is desirous of acquiring the Property for the purpose of marketing and selling the Property for the general benefit and wellbeing of the public and to promote economic development within the City, particularly the downtown core; and,

WHEREAS, the City and DDA desire to support the economic wellbeing of the City and its citizens, particularly by encouraging economic growth and development within the Central Business District of Downtown Monroe where the Property is located; and,

WHEREAS, pursuant to O.C.G.A. § 36-42-2, the DDA is responsible for the revitalization and redevelopment of the downtown area of the City under its purview by promoting public good, general welfare, commerce, industry, and employment opportunities of the City and State; and, WHEREAS, pursuant to O.C.G.A. § 36-42-8, the DDA may acquire and dispose of real property of every kind and character, or any interest therein, in furtherance of the public purpose of the DDA.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS OF AGREEMENT

1. The City: Within thirty (30) days of execution of the Agreement, the City shall transfer any and all right, title, interest, and equity the City has in and to the Property by Limited Warranty Deed (the "Deed") to the DDA. The consideration for such transfer is agreed to be the obligation of the Parties under this Agreement.

2. The DDA: Within thirty (30) days of recordation of the Deed, the DDA shall actively list, market, and advertise the Property for sale in an amount not less than Ninety Percent (90%) of the then Fair Market Value of the Property unless otherwise agreed by the Parties in writing. Additionally, the DDA shall carry out the following in regards to marketing and selling the Property:

The DDA shall market and advertise the Property for sale by conducting a public Request For Proposal Process ("RFP") to the public in any media or social networking conduit as deemed appropriate by the DDA; and,

The RFP terms and conditions shall be developed by the DDA in its sole discretion; and, Upon receipt of any proposals derived for the RFP, the DDA shall take into consideration (a) any and all effects the proposals may have upon the revitalization and redevelopment of the Central Business District ("CBD") of the City, (b) any and all effects the proposals may have upon the development and promotion of the general welfare of the public, the CBD, and the City, (c) any and all effects the proposals may have upon existing and surrounding industries, trades, commerce, and employment opportunities for the general welfare of the public, the CBD, and the City, and (d) any and all relative economic impacts that may be associated with the proposals; and,

The DDA shall meet with prospective buyers or agents for the purpose of inspecting and walking the Property; and,

From time to time, the DDA shall keep the City apprised of any reasonable offers or inquiries from prospective buyers or agents; and,

The DDA shall have the authority to enter into any purchase and sale agreement for the Property it deems in the best interests of the DDA and the City, in its sole discretion, provided such agreement does not conflict with the terms and conditions of this Agreement.

3. Term: The initial term of this Agreement shall commence on July 1, 2021 and end on December 31, 2021, unless terminated earlier in writing by mutual agreement by the Parties.

Thereafter, the term of this Agreement shall automatically renew for successive six (6) month terms until the Property is sold unless otherwise agreed to in writing by the Parties.

4. Proceeds: Upon the sale of the Property, the proceeds from the sale shall be divided between the Parties as follows:
- a. The City shall receive 90% of the proceeds from the sale of the Property after any and all fees and costs of closing have been paid associated therewith. The City shall deposit the sales proceeds into the General Fund for the City.
 - b. The DDA shall receive 10% of the proceeds from the sale of the Property after any and all fees and costs of closing have been paid associated therewith. The DDA shall deposit and utilize its portion of the sales proceeds in a manner that is commensurate with the general purpose of the DDA.

5. Entire Agreement: This Agreement incorporates all prior negotiations, interpretations and understandings between the Parties and is the full and complete expression of their agreement. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings between the Parties with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings shall have no further force or effect, and the Parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder.

6. Modification: Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be in the form of a written modification signed by both Parties.

7. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first hereinabove written.

CITY OF MONROE, GEORGIA

By: _____
John S. Howard
Mayor

Attest: _____
Name: _____
Title: _____

[SEAL]

DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF MONROE

By: _____
Attest: _____

Name: _____
Title: _____

[SEAL]

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ANNOUNCEMENTS:

Next meeting scheduled, June 10th, at 8:00 am at Monroe City Hall.

Reschedule to June 3rd or June 24th?

June meeting was set for Thursday, June 3, 2021 at 8:00 am.

ADJOURN

Motion made by Board Member Holder, Seconded by Board Member Sanders. Voting Yea:
Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Holder, Board Member
Sanders, Board Member Collin