



DOWNTOWN DEVELOPMENT AUTHORITY

August 12, 2024 at 9:00 AM

950 Senoia Road, Tyrone, GA 30290

Billy Campbell, Chairman

Jeni Mount, Vice-Chairwoman

Luci McDuffie, Treasurer

Ernie Johnson

John Kaufman

Nathan Reese

Adam She

Brandon Perkins, Town Manager

Phillip Trocquet, Asst. Town Manager

Ciara Willis, Secretary

E. Allison Ivey Cox, Town Attorney

AGENDA

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS: *The first public comment period is reserved for non-agenda items. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The DDA or staff may respond at a later date.*

V. APPROVAL OF AGENDA

VI. APPROVAL OF MINUTES

1. Approval of the July 8, 2024 meeting minutes.

VII. PRESENTATIONS

VIII. OLD BUSINESS

IX. NEW BUSINESS

2. Consideration to terminate a Memorandum of Understanding with Mr. Collins Woods regarding the Fire Station Redevelopment Project. - ***Phillip Trocquet, Assistant Town Manager***

X. PUBLIC COMMENTS

XI. STAFF COMMENTS

XII. BOARD COMMENTS

XIII. EXECUTIVE SESSION

XIV. ADJOURNMENT

TYRONE DOWNTOWN DEVELOPMENT AUTHORITY

MINUTES

July 08, 2024 at 9:00 AM

Billy Campbell, Chairman

Jeni Mount, Vice-Chairwoman

Luci McDuffie, Treasurer

Ernie Johnson

John Kaufman

Nathan Reese

Adam She

Brandon Perkins, Town Manager

Phillip Trocquet, Asst. Town Manager

Ciara Willis, Secretary

E. Allison Ivey Cox, Town Attorney

Also Present:

Dia Hunter, Council Member

Krista McClenny, Recreation Assistant

Lynda Owens, Recreation Manager

I. CALL TO ORDER

II. INVOCATION

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IV. PUBLIC COMMENTS: *The first public comment period is reserved for non-agenda items. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The DDA or staff may respond at a later date.*

V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

Motion made by Treasurer McDuffie, Seconded by Vice-Chairwoman Mount.

Voting Yea: Chairman Campbell, Vice-Chairwoman Mount, Treasurer McDuffie, Board Member Johnson, Board Member Kaufman, Board Member Reese.

VI. APPROVAL OF MINUTES

1. Approval of the June 10, 2024 meeting minutes.

A motion was made to approve the June 10, 2024 meeting minutes.

Motion made by Board Member Kaufman, Seconded by Board Member Johnson.

Voting Yea: Chairman Campbell, Vice-Chairwoman Mount, Treasurer McDuffie, Board Member Johnson, Board Member Kaufman, Board Member Reese.

VII. PRESENTATIONS

VIII. OLD BUSINESS

2. Consideration to approve the submission of a draft contract to Mr. Collins Woods of Neighbors Restaurant for the fire station redevelopment project. - ***Phillip Trocquet, Assistant Town Manager***

Mr. Trocquet shared that a revised contract had been submitted to the board regarding the Fire Station Redevelopment project with Mr. Collins Woods, representing Neighbors Restaurant. He added that approval from the board was required before this draft contract could be submitted to Mr. Woods for review.

He mentioned that he had already received commentary from several board members. He also stated that discussing those areas of concern was vital in making the necessary modifications before the contract was sent to Mr. Woods.

Board Member She arrived at 9:03 a.m.

Mr. Trocquet pointed out that this revised contract reflected our most recent discussions from the May meeting in which a phased scope to include a “White Box” of the interior of the building to accommodate a food truck establishment for the site for a temporary term until a complete buildout of the space could be accomplished. He also noted that the main changes to the contract were related to the scope of interior and exterior renovations, which included two buildout phases.

Chairman Campbell commented that *Section 4.1* of the draft contract should be more detailed regarding the interior and exterior renovations. He expressed that the information outlined in that section of the draft contract seemed vague. Mr. Trocquet stated that *Section 4.1* included a general description of what the scope of the project aimed to accomplish. He pointed out that the subsections included more precise details of the interior and exterior renovations for each phase. Board Member Johnson then asked if those details could be specified in the contract, such as which interior areas would be demolished and renovated. Mr. Trocquet responded that specific information regarding Phases I and II of the interior and exterior renovations would be revised and included in the contract with precise details.

Vice-Chairwoman Mount asked if Mr. Woods and his team would provide floor plan renderings to the board for review. Mr. Trocquet stated that complete floor plan rendering of the entire building would not be required for Phase I, but renderings would be necessary for the restroom area.

Chairman Campbell then inquired about the position of the food truck on the premises. Mr. Trocquet stated that he was unsure of the ventilation logistics of the food truck. The board then discussed their preference for the food truck inside the building. Board Member Reese explained the potential issues of having the food truck inside the building from an HVAC standpoint.

Mr. Perkins questioned whether the board was getting too particular as the property owner regarding preferences such as the specific location of the food truck on the property. He emphasized that the focus should be on moving the project forward. Treasurer McDuffie then remarked that it was preferred aesthetically to have the food truck inside the building, but the final decision could ultimately be up to Mr. Woods. Vice-Chairwoman Mount added that the Neighbors' team had already shown their creativity and believed they would develop great ideas for the project.

Mr. Trocquet further discussed elements of the contract. He explained that most terms and conditions remained the same as in the original agreement. A revision that the board agreed upon was that the Development partner's contribution of \$100,000 in escrow funds should be put towards Phase I permanent improvements and not utilized towards the operations of the food truck.

Board Member Reese inquired if the Town insured this building on their policy. Mr. Trocquet stated that the DDA had its policy with the Georgia Interlocal Risk Management Agency (GIRMA), which insured the building.

Chairman Campbell inquired if any verbiage regarding a completion timeframe was included in the draft contract. Mr. Trocquet stated that the duration of the lease term was included but not the exact timeline dates. He added that the milestones for design were applied to Phases I and II. If there were any revisions to the timetable, the request would come before the board for approval.

Mr. Perkins then inquired about a schedule to finalize and sign the contract so the public could have realistic project expectations. Mr. Trocquet stated that the board could decide on a timeframe. He queried what the board thought was reasonable for Mr. Woods to complete his contract review. It was agreed upon that 30 days would be given to Mr. Woods to review and obtain quotes from contractors.

The board continued discussing lease payments and probable timelines for each project phase. Lease payments would start six months after the execution of the contract, which included a rent-free period during that time. Phase II (Full Completion) would last for a maximum of three years from the date of the execution of the agreement. The board agreed that the monthly rent for the premises would be \$3,000 during Phase I and \$6,000 during Phase II. Monthly rent payments would increase by 3% annually. Attorney Cox stated that those terms would be added to the contract.

The initial term of the lease agreement, including both Phase I and Phase II with Mr. Woods would be for ten years from the date of execution of the contract.

The board planned to approve the final contract at the September 9 meeting.

A motion was made to authorize staff to draft a contract with the suggested revisions to Mr. Collins Woods of Neighbors Restaurant for the fire station redevelopment project.

Motion made by Board Member Reese, Seconded by Treasurer McDuffie.

Voting Yea: Chairman Campbell, Vice-Chairwoman Mount, Treasurer McDuffie, Board

Member She, Board Member Johnson, Board Member Kaufman, Board Member Reese.

IX. NEW BUSINESS

X. PUBLIC COMMENTS

XI. STAFF COMMENTS

Mr. Trocquet shared that the July First Friday event was canceled due to inclement weather. Ms. Owens (inaudible) stated from the audience that checks for Classic Canopies and Adiquest Music would be processed for 50% of the total cost. The total amount incurred from the cancellation was \$732.50.

XII. BOARD COMMENTS

XIII. EXECUTIVE SESSION

XIV. ADJOURNMENT

A motion was made to adjourn.

Motion made by Board Member Kaufman.

Voting Yea: Chairman Campbell, Vice-Chairwoman Mount, Treasurer McDuffie, Board Member She, Board Member Johnson, Board Member Kaufman, Board Member Reese.

The meeting adjourned at 9:57 a.m.

By: _____
Billy Campbell, Chairman

Attest: _____
Ciara Willis, Secretary



DDA ITEM AGENDA REQUEST FORM

Meeting Date: 09/12/2024

Staff Contact: Phillip Trocquet

Agenda Section: New
Business

Department:

Staff Report:

Item Description: Consideration to terminate a Memorandum of Understanding with Mr. Collins Woods regarding the Fire Station Redevelopment Project

Background/History:

Mr. Collins Woods has notified staff that his core investment team has withdrawn their financial support for the establishment of Neighbor's Restaurant due to current economic uncertainty.

Findings/Current Activity:

Staff recommends a termination of the Memorandum of Understanding in order to discuss next steps for the DDA and the future of the property. Staff has invited Niki Vanderslice with the FCDA to join in discussions regarding future options with the property.

Is this a budgeted item? _____ **If so, include budget line number:** _____

Actions/Options/Recommendations:

Staff recommends approval to terminate the existing MOU.



TYRONE FIRE STATION REDEVELOPMENT MEMORANDUM OF UNDERSTANDING (MOU)

Between the *Downtown Development Authority (DDA)* of Tyrone, Georgia and *Mr. Collins Woods*

This Memorandum of Understanding (MOU) is made and entered into as of [DATE] by and between the Downtown Development Authority (DDA) of Tyrone, Georgia, hereinafter referred to as the "DDA," and Mr. Collins Woods, a [Development Partner's Legal Entity Type], duly registered and existing under the laws of the State of Georgia, represented herein by [Development Partner's Representative's Name], hereinafter referred to as the "Development Partner."

WHEREAS, the DDA is the owner of 935 Senoia Road located in Downtown Tyrone, Georgia, which the DDA envisions redeveloping into a restaurant space, "the Redevelopment Project", in accordance with the DDA Board's desires, the Town of Tyrone's 'Envision Tyrone' Downtown Master Plan, and the Town of Tyrone Comprehensive Plan;

WHEREAS, the Development Partner has demonstrated interest, experience, and financial capacity to undertake the Redevelopment Project in alignment with the DDA's vision;

NOW, THEREFORE, the DDA and Mr. Collins Woods, the "Development Partner", hereby agree as follows:

1. **Project Vision:** The parties shall work collaboratively towards the goals of the Redevelopment Project, the redevelopment of the old fire station, aiming to create a vibrant and dynamic restaurant/event space that enhances the aesthetic and cultural appeal of Downtown Tyrone while promoting the DDA's goals of community development and revitalization.
2. **Scope of Work:** The DDA and Development Partner shall work together towards obtaining architectural design, engineering services, construction management, and all other

necessary services required for the successful completion of the Redevelopment Project, subject to further negotiation and agreement on the specific scope of work.

3. **Project Costs and Contributions:** The DDA shall provide financial contribution for the Development Project in the amount of \$100,000 plus any amount obtained via grant applications to be further discussed and finalized in the formal contract. The Development Partner shall contribute a minimum of \$100,000 in escrow towards the Redevelopment Project costs plus any private financing amount necessary to complete the Redevelopment Project.
4. **Lease Agreement:** Upon agreement as to terms and conditions of the proposed the lessee/lessor relationship between the DDA and the Development Partner, the DDA shall enter into a lease agreement with the Development Partner, allowing the latter to lease the property for a specified term upon the successful completion of the redevelopment. The terms and conditions of the lease agreement, including rent, lease duration, and renewal options, shall be detailed in the final contract.
5. **Project Timeline:** The parties shall work together to establish a realistic timeline for the completion of the Redevelopment Project, taking into consideration the necessary approvals, permits, and construction phases. The project timeline shall be incorporated into the formal contract.
6. **Intent to Negotiate:** This MOU expresses the parties' intention to negotiate a comprehensive contract that will govern the terms and conditions of their partnership in the Redevelopment Project. The contract is intended to supersede this MOU and shall be legally binding upon execution by both parties.
7. **Confidentiality:** The parties shall treat the contents of this MOU and any related negotiations as confidential and shall not disclose such information to any third party without the prior written consent of the other party unless the Open Records Act indicates disclosure is required.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the date first above written.

Billy Campbell, Chairman, Tyrone Downtown Development Authority

Collins Woods, Development Partner



'95 CSI-1

Description

AdjQty Units

AdjUnitCost

XtdCost

01000 GENERAL CONDITIONS

Project Manager	8.00 wk	1,500.00 /wk	12,000
Accounting / Administration	8.00 wk	300.00 /wk	2,400
General Superintendent	8.00 wk	500.00 /wk	4,000
Project Superintendent	8.00 wk	3,200.00 /wk	25,600
Blue Printing	1.00 ls	500.00 /ls	500
Civil Engineer	1.00 ls	15,000.00 /ls	15,000
Technology Fee	2.00 mo	500.00 /mo	1,000
Architectural & MEP Design	1.00 ls	20,000.00 /ls	20,000
Topo/ Boundary/ ALTA Survey	1.00 ls	7,500.00 /ls	7,500

Geotech	0.00 ls	0.00 /ls	0
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Building Permit Allowance	1.00 ls	3,500.00 /ls	3,500
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Development Impact Fees	0.00 ls	0.00 /ls	0
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Water/Sewer Impact Fee	0.00 ls	0.00 /ls	0
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Testing & Engineering By Owner	0.00 ls	0.00 /ls	0
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Temporary Power	2.00 mo	400.00 /mo	800
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Temporary Water	2.00 mo	250.00 /mo	500
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Field Office Rental	2.00 mo	750.00 /mo	1,500
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Field Office Set Up	1.00 ls	1,500.00 /ls	1,500
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Porta John	2.00 mo	400.00 /mo	800
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Temporary Fencing	1.00 ls	5,000.00 /ls	5,000
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Equipment/ Tool Rental	2.00 mo	1,500.00 /mo	3,000
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Misc. Construction Materials	1.00 ls	5,000.00 /ls	5,000
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General Labor	1.00 ls	3,500.00 /ls	3,500
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Dumpsters	4.00 ea	550.00 /ea	2,200
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Interior/Exterior Cleaning	1.00 ls	2,500.00 /ls	2,500
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Pressure Wash Exterior	1.00 ls	2,500.00 /ls	2,500
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01000 GENERAL CONDITIONS			120,300
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02000 SITE WORK

Site Demolition	1.00 ls	10,000.00 /ls	10,000
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Selective Demolition	1.00 ls	7,500.00 /ls	7,500
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Grading	1.00 ls	10,000.00 /ls	10,000
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Erosion Control	1.00 ls	10,000.00 /ls	10,000
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Asphalt Repair	850.00 sy	45.00 /sy	38,250
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Sidewalks	2,000.00 sf	6.00 /sf	12,000
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Concrete Patio	1,000.00 sf	7.00 /sf	7,000
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Curb & Gutter (None)	0.00 ls	0.00 /ls	0
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Patio Rail/Barrier	0.00 lf	0.00 /lf	0
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Dumpster Enclosure	1.00 ea	20,000.00 /ea	20,000
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'95 CSI-1	Description	AdjQty Units	AdjUnitCost	XtdCost
02000 SITE WORK				
	Landscaping	1.00 ls	25,000.00 /ls	25,000
	<i>Site Lighting Excluded</i>	<i>0.00 ls</i>	<i>0.00 /ls</i>	<i>0</i>
	<i>Domestic Water (Assumes Existing to Remain)</i>	<i>0.00 ea</i>	<i>0.00 /ea</i>	<i>0</i>
	<i>Sanitary Sewer (Assumes Existing to Remain)</i>	<i>0.00 ls</i>	<i>0.00 /ls</i>	<i>0</i>
	<i>Storm (Assumes Existing to Remain)</i>	<i>0.00 ls</i>	<i>0.00 /ls</i>	<i>0</i>
	02000 SITE WORK			139,750
04000 MASONRY				
	Brick Repair & New Openings	1.00 ls	10,000.00 /ls	10,000
	04000 MASONRY			10,000
05000 STEEL				
	Steel Lintels	1.00 ls	2,500.00 /ls	2,500
	05000 STEEL			2,500
06000 WOOD & PLASTICES				
	<i>Porch Framing & Roof</i>	<i>0.00 sf</i>	<i>0.00 /sf</i>	<i>0</i>
	Wood Repairs	1.00 ls	20,000.00 /ls	20,000
	<i>Wood Trusses (Existing to Remain)</i>	<i>0.00 ls</i>	<i>0.00 /ls</i>	<i>0</i>
	06000 WOOD & PLASTICES			20,000
07000 THERMAL-MOIST.PROTECTION				
	House Wrap	1.00 ls	1,000.00 /ls	1,000
	Hardie Siding	1,000.00 sf	20.00 /sf	20,000
	Roofing	4,500.00 sf	8.00 /sf	36,000
	Sealing/Caulking	1.00 ls	5,000.00 /ls	5,000
	07000 THERMAL-MOIST.PROTECTION			62,000
08000 DOORS & WINDOWS				
	Hang Doors and Hardware	3.00 ea	175.00 /ea	525
	Hollow Metal Doors	3.00 ea	1,200.00 /ea	3,600
	<i>Overhead Doors</i>	<i>0.00 ea</i>	<i>0.00 /ea</i>	<i>0</i>
	Storefront Windows & Entrance	1.00 ls	70,000.00 /ls	70,000
	08000 DOORS & WINDOWS			74,125
09000 FINISHES				
	Painting	1.00 ls	20,000.00 /ls	20,000
	09000 FINISHES			20,000



'95 CSI-1	Description	AdjQty Units	AdjUnitCost	XtdCost
15000 MECHANICAL				
	Plumbing	0.00 ls	0.00 /ls	0
	HVAC	1.00 ls	20,000.00 /ls	20,000
	15000 MECHANICAL			20,000
16000 ELECTRICAL				
	Electrical	3,750.00 ls	10.00 /ls	37,500
	16000 ELECTRICAL			37,500

Estimate Totals

Description	Amount	Totals	
Material SalesTax	441.00		7.000
Cost Total	506,616.00	506,616.00	
Builders Risk	1,964.86		
General Liability	1,773.16		
Subtotal	3,738.02	510,354.02	
Profit	51,035.40		10.000
TOTAL	51,035.40	561,389.42	
Total		561,389.42	