



DOWNTOWN DEVELOPMENT AUTHORITY

Board of Directors

Regular Board Meeting

October 15, 2024

10:00 A.M.

3921 Church Street, Clarkston, GA 30021

AGENDA

Note: The Board of Directors may go into Closed/Executive Session to deliberate any item on this agenda as authorized by the Georgia Open Meetings Act, Georgia Government Code Chapter O.C.G.A. § 50-14-1.

- I. Meeting Called to Order:
- II. Roll Call
- III. Approval of the Agenda of October 15, 2024
- IV. Approval of the
 - a. September 9, 2024, Meeting Minutes
- V. Business arises from minutes.
- VI. **Public Comments:** Any member of the public may address the Council during the time allotted for public comment. Each attendee will be allowed 3 minutes for comments at the discretion of the Presiding Officer. The public comment period will be limited to 40 minutes, and it is not a time for dialogue. If your public comment contains a series of questions, please submit those to the Planning & Economic Development Director in writing. This will facilitate follow-up by the council or staff. The DDA desires to allow an opportunity for public comment; however, the business of the city must proceed in an orderly, timely manner.
- VII. Old Business – None
- VIII. New Business –
 - a. Discussion of proposed Intergovernmental Agreement (IGA) between the City Council for the DDA to conduct economic development activities and events of the city.
 - b. Discussion to develop a proposed Budget for the operations of the DDA to present to the City Council for consideration and approval.
- IX. Adjournment

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF CLARKSTON, GEORGIA, AND THE CITY OF CLARKSTON
DOWNTOWN DEVELOPMENT AUTHORITY**

THIS AGREEMENT, entered into this _____ day of _____, 2024 ("Effective Date"), by and between the CITY OF CLARKSTON, GEORGIA, a **Municipal Corporation of the State of Georgia wholly within Dekalb County, Georgia**, (hereinafter "City") and the CLARKSTON DOWNTOWN DEVELOPMENT AUTHORITY, GEORGIA (hereinafter "Clarkston DDA"), each of whom has been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, at a duly called meeting of the Mayor and City Council of the City of Clarkston on January 1, 2024, the Mayor and City Council passed a resolution that provided in relevant part as follows:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia, the City and the Clarkston DDA are authorized to enter into intergovernmental agreements;

WHEREAS, the DDA was created to promote the revitalization and redevelopment of the designated downtown areas within the City of Clarkston, Georgia and to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of this state by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce, all as more fully and particularly described in the Downtown Development Authorities Law (O.C.G.A. § 36-42-1 *et seq*, as amended from time to time);

WHEREAS, the Mayor and City Council's to establish an Operating Budget of \$300,000.00 for the Operational Plan of the Clarkston DDA, to be considered and approved by motion by council on December 3rd, 2024;

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties do mutually agree as follows:

RETICALS

DUTIES OF THE CLARKSTON DDA

1. Clarkston DDA Services. The DDA agrees to provide the following downtown development services on behalf of the City:
 - A. Encourage and stimulate economic development in Clarkston's Town Center district and designated downtown areas by providing information and services to existing and prospective businesses and industries.
 - B. Sponsor or produce downtown special events in 2025 with implementation assistance from the City, including Cultural Art events, a Festival in the Town Center, and one events on East Ponce De Leon Avenue, Market Street, or Church Street parking lots. Additionally, the Clarkston Business Association will host bi-monthly events in conjunction with the City's Planning and Economic Development Department, and other retail related events within the Clarkston DDA boundaries.
 - C. Co-sponsor or produce downtown special events in 2025, with planning and implementation assistance from the City including Trunk or Treat Event on Market Street, the Downtown Summer Concert Series in the Town Center, and the Holiday Tree Lighting. As a part of organizing these events the DDA and the City of Clarkston agree to the following planning principles, schedules and/or operating agreements:
 - D. The DDA's Executive Director will schedule an initial special event planning meeting with City staff for the purpose of setting the special event calendar for 2025.
 1. For each special event that is co-sponsored by the Clarkston DDA and the City, the DDA and the City's Parks and Recreation Manager will create an event planning team that will work together on planning, budget, implementation, and evaluation of the event. Additionally, the Clarkston DDA and City Parks and Recreation Manager will work together to attract and facilitate outside events being hosted in the Clarkston DDA.
 - E. Prepare literature, promotional material, brochures, or printed material aids to assist in achieving designated downtown areas and town center district economic and redevelopment objectives. The logo of the City shall be included in all marketing efforts for events and services paid for by funds from the City.
 - F. Conduct, prepare, or have prepared planning and technical surveys as may be necessary for data and informational needs.

- G. Prepare or have prepared a framework or master plan for the physical redevelopment and economic development of the downtown.
- H. As necessary, to coordinate work and consult with the City and Economic Development Director in preparation of the master plan and other physical redevelopment and economic development activities.
- I. Propose projects and prepare documents, as necessary, for the City's evaluation and consideration.

AUTHORITY.

Each party represents that it has the authority to enter into this Agreement and that each party's governing body has authorized, by proper action, the execution and delivery of this Agreement.

NO WAIVER OF IMMUNITY.

Nothing contained in this Agreement shall be construed to be a waiver of sovereign immunity for either party or qualified or official immunity for any government official or employee acting on behalf of either party.

NO WAIVER.

No failure of either party hereto to exercise any rights or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, or its terms and conditions, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.

GOVERNING LAW AND CONSENT TO JURISDICTION.

This Agreement and any and all rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflict of law.

ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of the promises, representatives, negotiations, discussions and agreements, oral or otherwise, that have been made in connection therewith. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the parties' duly authorized representatives.

FORCE MAJEURE

Neither party shall be deemed in violation of this Agreement if either is prevented from performing its respective obligations hereunder for any reason beyond its control, including, but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods or catastrophic failure of public transportation, so long as said party diligently proceeds to perform such obligations after and at the end of any such event; provided, however, that nothing herein shall relieve or be construed to relieve the parties from performing their obligations hereunder in the events of riots, rebellions, or legal strikes.

NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties, nor to impose any partnership obligations or liabilities on any party. Furthermore, no party shall have any right, power or authority to enter into any agreement or undertaking of or on behalf, to act as or be an agent or representative of, or to otherwise bind the other party to this Agreement.

SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

COMPLIANCE WITH APPLICABLE LAWS

The parties shall at all times observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional codes relating to the terms and obligations of this Agreement or which may in any manner govern or affect the obligations and undertakings specified in this Agreement.

TERMINATION AND EFFECT OF TERMINATION.

This Agreement shall terminate twelve (12) months after the date of this Agreement or either party may terminate this Agreement with thirty (30) days written notice of termination to the other party. The termination of this Agreement shall not operate to cut off any claims or causes of action in favor of either party which occurred or arose prior to the effective date of such termination.

COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original

and all of which shall constitute but one and the same instrument.

RECITALS

The recitals at the beginning of this agreement are incorporated herein by express reference.

NOTICES.

Whenever notice shall or may be given by one party to the other, each such notice shall be made by personal delivery (via commercial courier or otherwise) or certified mail, return receipt requested, addressed as follows:

If to the City:

Beverly Burks, Mayor, City of Clarkston, 3921
Church Street
Clarkston, GA 30021 and

Attorney for City of Clarkston,
3921 Church Street
Clarkston, GA 30021

If to CLARKSTON DDA:

City of Clarkston Downtown Development Authority
ATTN: Chair
3921 Church Street
Clarkston, GA 30021

and

Attorney for the City of Clarkston Downtown
Development Authority

Clarkston, Georgia 30021

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the dates set forth above.

CITY OF CLARKSTON, GEORGIA
DOWNTOWN DEVELOPMENT
AUTHORITY

Witness:

By:

_____, Chair
City of Clarkston, Georgia Downtown
Development Authority

Sworn to and subscribed before me
this__ day of _____, 20__

Notary Public
(NOTARY SEAL)

CITY OF CLARKSTON, GEORGIA

Witness:

By:

Beverly Burks, Mayor
City of Clarkston, Georgia

Sworn to and subscribed before me
this__ day of _____, 20__

Notary Public
(NOTARY SEAL)

Attest:

City Clerk

(CITY SEAL)

BUDGET Categories

The Clarkston Downtown Development Authority

Fiscal Year 2025-2026

2025 Revenue Sources

Loan from City Council for Operational Plan

\$300,000.00

Total Revenues	\$300,000.00
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2025 Operating Expenditures

Legal
Accounting
Professional Dues & Subscriptions
Postage
Office Supplies & Expenses
Seminars & Training
Insurance
Travel Expense
Marketing/Publication
Cultural Art Support
Emerging Opportunities
Telephone
Salaries, Admin.
Retirement
Medical Insurance
Payroll taxes

Total Expense
