

Lilburn Downtown Development Authority
Meeting Agenda

July 21, 2021 at 6:30 p.m.
City Hall - Work Session Room
340 Main Street
Lilburn, GA 30047

The Lilburn Downtown Development Authority will meet in person in the Session room at Lilburn City Hall.

Work Session Agenda

6:30 p.m.

I. Call to Order

II. Old Business

1. Financial Report - June 30, 2021

Documents:

[JUNE FINANCIAL STATEMENT PDF.PDF](#)

2. Update - DDA Property
3. Update - Lilburn Community Improvement District & Lilburn Community Partnership
4. Update - Development Activities

III. New Business

1. Approval to authorize Chairman to sign Intergovernmental Agreement between the Lilburn DDA, Lilburn CID, and the City of Lilburn for Shared Retail Development Consulting Services provided by Retail Strategies, LLC and to sign the Professional Services Agreement between the Lilburn DDA and Retail Strategies, LLC

Documents:

[IGA WITH CITY DDA AND LCID RETAIL STRATEGIES FINAL.PDF](#)
[RETAIL STRATEGIES LILBURN RECRUITMENT SERVICES](#)

[CONTRACT.PDF](#)

2. Approval to ratify payment for legal services provided by Seyfarth for development agreements at 57 Railroad Ave

Documents:

[INVOICE 3729274 LILBURN DDA 61021 RE 57 RAILROAD.PDF](#)

3. Approval to adopt a resolution requiring background checks for Development partners

Documents:

[2021-1 RESOLUTION ESTABLISHING MINIMUM STANDARDS FOR POTENTIAL REDEVELOPMENT PARTNERS.PDF](#)

4. Approval of contract with Economic Impact Group for fiscal impact analysis of commercial development at 57 Railroad Avenue in the amount of \$3,000
5. Approval to extend the deadline for the MOU with Fire Brigade, LLC, from Friday, July 23, 2021, to Wednesday, August 18, 2021

IV. Executive Session (if needed)

V. Adjournment

Meeting Agenda

Immediately following work session.

I. Call to Order

II. Approval of Agenda

III. Approval of Minutes

1. DDA Meeting Minutes - June 16, 2021

Documents:

[DDA MINUTES JUNE 16 2021.PDF](#)

IV. Old Business

1. Financial Report - June 30, 2021
2. Update - DDA Property
3. Update - Lilburn Community Improvement District & Lilburn Community Partnership
4. Update - Development Activities

V. New Business

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5. Approval to extend the deadline for the MOU with Fire Brigade, LLC, from Friday, July 23, 2021, to Wednesday, August 18, 2021

VI. Public Comment

VII. Adjournment

As set forth in the Americans with Disabilities Act of 1990, the City of Lilburn does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. City Clerk, 340 Main Street, Lilburn, GA 30047 has been designated to coordinate compliance with the non-discrimination requirements contained in section 35.107 of the Department of Justice regulations, information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

The City of Lilburn will assist citizens with special needs given proper notice (seven working days). Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of the City of Lilburn should be directed to City Clerk, 340 Main Street, Lilburn, GA 30047, telephone number 770-921-2210.

Beginning Balance @ 5/31/2021					\$267,305.09
6/2/2021	CK CHARGE	Check Charge Harland Clarke		\$	(107.62)
6/7/2021	DEPOSIT	Seed Capital - June 2021 Interest Payment	\$731.25		
6/7/2021	DEPOSIT	June 2021 Rent - 1910 Public House	\$1,435.00		
6/7/2021	DEPOSIT	June 2021 Rent - CRC Restaurant Group (Agavero Bus)	\$3,500.00		
6/7/2021	CK#2079	Carothers & Mitchell - Legal services		\$	(35.00)
6/8/2021	CK#2078	McKinley Group Landscaping Install (Invoice #41874 and #41873)		\$	(10,213.00)
6/11/2021	DEPOSIT	Seed Capital - Principal Payment	\$200,000.00		
6/14/2021	CK#2075	Firefly Lighting for Street trees (Inv #6271)		\$	(2,142.18)
6/29/2021	DEPOSIT	July 2021 Rent - 1910 Public House	\$1,435.00		
			\$207,101.25	\$	(12,497.80)
Beginning Balance @ 6/30/2021					\$461,908.54

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE LILBURN DOWNTOWN DEVELOPMENT AUTHORITY,
THE LILBURN COMMUNITY IMPROVEMENT DISTRICT, AND
THE CITY OF LILBURN
FOR SHARED RETAIL DEVELOPMENT CONSULTING SERVICES

This Intergovernmental Agreement (hereinafter referred to as the “**Agreement**”) is made and entered into effective the date last signed below (the “**Effective Date**”), by and between the **Lilburn Downtown Development Authority** (hereinafter referred to as the “**DDA**”), a political subdivision of the City of Lilburn having an address of 340 Main Street, Lilburn, Georgia, 30047, as a party of the first part, the **Lilburn Community Improvement District** (hereinafter referred to as the “**LCID**”), a political subdivision of Gwinnett County and the City of Lilburn established in March 2010, and the **City of Lilburn** (hereinafter referred to as the “**City**”), a Georgia municipal corporation having an address of 340 Main Street, Lilburn, Georgia 30047, as a party of the third part, each of whom has been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, DDA, LCID, and City (hereinafter collectively referred to as “**the Parties**”) are located within Gwinnett County and are authorized by law to enter into intergovernmental agreements; and

WHEREAS, the Parties desire to serve the citizens and property owners within the City of Lilburn by assisting in attracting high-quality retail businesses; and

WHEREAS, the Parties to this Agreement have certain funds allocated for use in connection with professional consulting services in retail recruitment provided by Retail Strategies, LLC (hereinafter referred to as “**Consulting Services**”); and

WHEREAS, the Parties agree to fund equal portions of the cost of the Consulting Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DDA, LCID, and City hereby agree as follows:

1. **Responsibilities of DDA:** DDA shall oversee the Professional Services Agreement to provide Consulting Services (as set forth in the “**Consulting Services Agreement**” attached hereto as Exhibit A) between DDA and Retail Strategies, LLC. DDA designates its Community Development Administrator as the contract manager and primary liaison between Retail Strategies, LLC and the Parties to this Agreement. The Community Development Administrator shall authorize all payments to Retail Strategies, LLC on behalf of the Parties. As set forth in the Consulting Services Agreement, DDA shall make three payments of \$45,000 to Retail Strategies, LLC, on July 31, 2021, July 31, 2022, and July 31, 2023, unless the Consulting Services Agreement is previously terminated pursuant to its terms. DDA shall invoice LCID and City \$15,000.00 each on July 1 immediately prior to DDA payment

dates to Retail Strategies, LLC. DDA will coordinate three annual meetings with the Parties and Retail Strategies, LLC, at a date, time, and location convenient for all Parties. DDA shall furnish to the Parties copies of reports, memoranda, emails, facsimiles, or other written documents prepared by Retail Strategies, LLC. Other information provided by Retail Strategies, LLC, such as specifics related to retailers, developers, and site information will be made available to the Parties.

2. **Responsibilities of LCID:** To the extent permitted by law, LCID shall provide access to relevant personnel, facilities, records, reports, and other information accessible by the LCID as may be requested by the Community Development Administrator. LCID acknowledges and agrees that the scheduled delivery of services provided by Retail Strategies, LLC, is dependent upon timely access to such personnel, facilities, records, reports, and other requested information. LCID shall reimburse the DDA for one-third (1/3rd) of the annual expenses for services rendered by Retail Strategies, LLC, within 30 days of receipt of the annual invoice from DDA.
3. **Responsibilities of City:** To the extent permitted by law, City shall provide access to relevant personnel, facilities, records, reports, and other information accessible by the City as may be requested by the Community Development Administrator. City acknowledges and agrees that the scheduled delivery of services provided by Retail Strategies, LLC, is dependent upon timely access to such personnel, facilities, records, reports, and other requested information. The City shall reimburse the DDA for one-third (1/3rd) of the annual expenses for services rendered by Retail Strategies, LLC, within 30 days of receipt of the annual invoice from DDA.
4. **Termination:** DDA, LCID, and/or City may terminate this Agreement at any time for any or no reason upon delivery of a 60 days' prior written notice to the other Parties. Any portion of fees paid to Retail Strategies, LLC, and reimbursed to DDA by LCID and City prior to such termination of this Agreement are nonrefundable.
5. **Entire Agreement; Modifications; Waiver:** This Agreement and the Exhibits attached hereto constitute the full, complete, and final agreement of the Parties hereto with respect to the subject matter herein. Any prior or contemporaneous promises, agreements, or undertakings, whether oral or written, related to the Consulting Services which are not embodied herein are null and void. This Agreement shall not be modified except by a written instrument executed by the Parties. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless set forth in writing. No provision in this Agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to DDA, LCID, or City by the Constitution and laws of the State of Georgia.
6. **Governing Law; Severability:** This Agreement shall be governed by the laws of the State of Georgia. To the extent any term or provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforceable to the fullest extent permitted by law.

DDA, LCID, and City shall each bear its own costs, expenses, and claims to attorneys' fees incurred or arising out of this Agreement. The Parties shall not indemnify or hold harmless the other Parties or their agents, inspectors, servants, and employees, past and present, for any costs, expenses and claims to attorneys' fees incurred or arising out of the Agreement or Consulting Services.

7. **Force Majeure:** The Parties to this Agreement will not hold the other parties responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or other circumstances beyond the reasonable control of the other and the other Parties' employees, agents, or contractors.

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized representatives have caused this Agreement to be signed and delivered on the date set forth below.

LILBURN DOWNTOWN DEVELOPMENT AUTHORITY

By: _____

Title: _____

Date _____

CITY OF LILBURN

By: _____

Title: _____

Date _____

LILBURN COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

Date _____

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
CONSULTING SERVICES**

This Professional Services Agreement to Provide Consulting Services (this “Agreement”) sets forth the mutual understanding of (the “Client”) Lilburn Downtown Development Authority and Retail Strategies, LLC, an Alabama limited liability company (the “Consultant”) on this day of _____ 2021 (the “Execution Date”), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. CONSULTING SERVICES. The Consultant agrees to provide the following professional consulting services to the Client (the “Services”):

- A. Research.** The Consultant will identify the Client’s retail trade area using a blend of demographics, political boundaries, drive times and/or custom boundaries. The Consultant will perform market and retail analysis based on current industry standards at the time such reports are run. The Consultant will map retail locations and analyze opportunities given local and macro retail trends.
- B. In-Market Real Estate Analysis.** The Consultant will analyze existing shopping centers and retail corridors and actively reach out to local brokers and real estate owners. The Consultant will identify, evaluate and catalogue priority commercial properties for development or redevelopment based on their highest-and-best-use. The Consultant will identify priority business categories to expand locally and to recruit to the area.
- C. Retail Recruitment.** The Consultant will proactively recruit businesses for targeted zones through the contact of a minimum of 30 retailers, restaurants, brokers or developers. The Consultant will regularly update the Client Representative on retail recruitment efforts via email, telephone and the Consultant’s client web portal known as “Basecamp.” Two market visits per calendar year is included in this agreement, additional travel outside of this agreement and requested by the Client shall be approved and paid for by the Client. The Consultant will represent the Client at International Council of Shopping Center conferences and provide updates according to the yearly conference schedule.
- D. Updates.** The Consultant will provide the Client Representative with updates within three business days of receipt of a request from the Client Representative (as defined in Section 4 below).

2. **TERM.** The Consultant’s engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant’s engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the “Term”) unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive one year periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. **CONSULTING FEE.**

A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the “Consulting Fee”) in an amount equal to \$135,000. The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	Upon execution of this agreement	\$45,000
Year Two	On or before the 1st anniversary of the Execution Date	\$45,000
Year Three	On or before the 2 nd anniversary of the Execution Date	\$45,000

B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services, including but not limited to: (1) negotiation of incentive agreements; (2) all recruiting and marketing efforts; (3) representation of the Client at trade shows; (4) booking meetings for the Client with prospective retailers; and (5) including the Client in marketing materials.

4. **CLIENT INFORMATION AND ACCESS.**

A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any information specified in the Consultant’s proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant’s scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

B. To facilitate such access and Consultant’s delivery of the Services, the Client designates the Lilburn Downtown Development Authority Community Development Administrator (the “Client Representative”), currently Brian Burchik. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative’s communications to the Consultant will include information

regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.). The Client Representative will make one presentation to stakeholder group per year.

- C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver, on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. INTELLECTUAL PROPERTY. As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. TERMINATION.

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.

D. By the Consultant Upon the Client's Default. The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: Lilburn Downtown Development Authority
C/O Brian Burchik
340 Main Street
Lilburn, GA 30047
Email: bburchik@cityoflilburn.com
Attention: Brian Burchik, Community Development Administrator

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. **INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. **STANDARD TERMS.**

A. **Affiliated Services:** The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.

- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure and refund provisions of Section 6(B) of this Agreement.
- J. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

- L. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.
- Q. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

CLIENT:

Lilburn Downtown Development Authority

By: _____

Name: Elmer Nash

Title: Chairman

Date:

CONSULTANT:

RETAIL STRATEGIES, LLC

By: _____

Name:

Title:

Date

EXHIBIT A

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the “consultant”) will provide to City of Lilburn Downtown Development Authority (the “client”).

A. Research

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market’s growth potential and trends in the retail industry
9. Identification of at minimum 30 retail prospects to be targeted for recruitment over three-year engagement
10. Updates provided on retail industry trends
11. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Boots on the Ground Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and land owners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Client’s designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis. One in person presentation will be conducted to stakeholder group per year.
4. Two market visits per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule



SEYFARTH SHAW LLP
233 S. WACKER DRIVE
SUITE 8000
CHICAGO, ILLINOIS 60606-6448
(312) 460-5000
FEDERAL ID 36-2152202
WWW.SEYFARTH.COM

June 10, 2021

Invoice No. 3729274
001799 072257 / 072257-000001
WIS

Lilburn Downtown Development Authority
340 Main Street
Lilburn, GA 30047
Attention: Jenny Simpkins, Assistant City Manager

General/ 57 Railroad

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Value</u>	<u>Description</u>
02/12/21	D. McRae	0.80	688.00	Prepare for and meet with client re projects, counsel client re legal issues including gifts and gratuities in land swap.
02/26/21	D. McRae	0.90	774.00	Brewery analyze client's issues; check brewery RFP; prepare for and meet with client re sale structure; counsel client re same.
05/07/21	D. McRae	1.80	1,548.00	Review and annotate document; prepare for and meet with client re developer proposal and analysis of same; counsel client re same and next steps.
06/01/21	D. McRae	1.90	1,634.00	Prepare for and meet with client re project; review LOI; counsel client re same.

Total Fees **\$4,644.00**

Total Fees And Disbursements This Statement **\$4,644.00**

BILLS ARE DUE AND PAYABLE UPON RECEIPT
THIS STATEMENT DOES NOT INCLUDE EXPENSES NOT YET RECEIVED BY THIS OFFICE
WHICH MIGHT HAVE BEEN INCURRED DURING THE PERIOD COVERED BY THIS BILLING



SEYFARTH SHAW LLP
 233 S. WACKER DRIVE
 SUITE 8000
 CHICAGO, ILLINOIS 60606-6448
 (312) 460-5000
 FEDERAL ID 36-2152202
 WWW.SEYFARTH.COM

June 10, 2021

Lilburn Downtown Development Authority
 340 Main Street
 Lilburn, GA 30047
 Attention: Jenny Simpkins, Assistant City Manager

Invoice No. 3729274
 001799 072257 / 072257-000001
 General/57 Railroad

INVOICE SUMMARY

Total Fees	\$4,644.00
Total Disbursements	<u>\$0.00</u>
Total Fees and Disbursements This Statement	<u>\$4,644.00</u>

PLEASE RETURN THIS COPY WITH YOUR PAYMENT

IF PAYING BY WIRE PLEASE REFERENCE CLIENT NAME & INVOICE NUMBER

<p>PAYMENT BY CHECK VIA STANDARD MAIL: Seyfarth Shaw LLP 3807 Collections Center Drive Chicago, IL 60693</p> <p>PAYMENT BY CHECK VIA OVERNIGHT MAIL: Bank of America Lockbox Services 3807 Collections Center Drive Chicago, IL 60693</p>	<p>PAYMENT BY WIRE TO:</p> <p>Bank Name: Bank of America Account Name: Seyfarth Shaw LLP Operating Account Account Number: 5201743357 ABA Wire Payment Number: 026-009-593 ABA ACH Payment Number: 081-904-808 Swift Code: BOFAUS3N</p>
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**LILBURN DOWNTOWN DEVELOPMENT AUTHORITY
RESOLUTION DDA 2021-1**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LILBURN DOWNTOWN DEVELOPMENT AUTHORITY (DDA) APPROVING THE MINIMUM REQUIREMENTS FOR POTENTIAL DDA BUSINESS PARTNERS ON REDEVELOPMENT PROJECTS.

WHEREAS, in 1984 and again in 2006, the Mayor and City Council of the City of Lilburn determine, after thorough investigation, that it was desirable and necessary that the Downtown Development Authority of the City be activated, pursuant to the Downtown Development Authorities Law, in order to fulfill the needs as then expressed; and

WHEREAS, in 2009, the Mayor and City Council of the City reaffirmed the present and future need for a Downtown Development Authority and extended said boundaries of the previous downtown development area; and

WHEREAS, the Mayor and City Council resolved that the Board of Directors shall organize itself, carry out its duties and responsibilities, and exercise its powers and prerogatives in accordance with the Downtown Authorities Law as not set forth or amended in the future; and

WHEREAS, the DDA intends to partner with fiscally responsible private developers of good moral character on a number of development and redevelopment opportunities in the redevelopment area; and

WHEREAS, the DDA seeks minimum standards to validate fiscal responsibility and moral character of potential partners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DDA that the following policy, Minimum Requirements for Potential DDA Business Partners on Redevelopment Projects, shall be adopted and applied prior to entering into a development agreement or similar contract with a private partner:

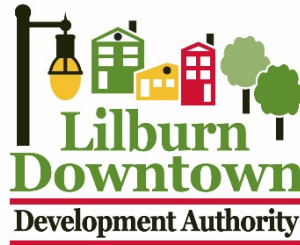
The following minimum criteria must be evaluated prior to entering into a development agreement or similar contract with the DDA:

1. Moral character. In this Section, the phrase "good moral character" means the propensity of a person to serve the public in the downtown development area in a fair, honest, and open manner. A judgment of guilt is a criminal prosecution or judgment in civil action shall not be used in and of itself as proof of a person's lack of good moral character. It may be used as evidence in the determination and when so used the person shall be notified and shall be permitted to rebut the evidence by showing that:

- a. At the current time he/she has the ability to, and is likely to, serve the public in a fair, honest, and open manner; and
 - b. He/she is rehabilitated, or that the substance of the former offense is not reasonable related to the redevelopment contract for which he/she seeks.
2. Financial capacity. In this Section, the phrase “financial capacity” refers to the capacity of an individual to manage his/her own financial affairs and make relevant decisions while keeping in mind all possible financial and legal consequences of his/her acts.

A development agreement or similar contract may not be entered into where any of the potential principal partners has been convicted of a felony, or any crime involving theft or fraudulent practices within a period of five years immediately prior to the date of the pending development agreement or similar contract. Each potential principal partner shall, by duly sworn affidavit, certify that the potential principal partner has not been convicted or pled nolo contendere to any crime involving moral turpitude, illegal gambling, or any felony, or any crime involving theft or fraudulent practices. The Lilburn Police Department shall conduct criminal investigation background checks via the Georgia Crime Information Center (GCIC) and/or any other database necessary to validate good moral character. Should any principal partner be convicted or plead guilty to any crime involving moral turpitude, illegal gambling, or any felony, or any crime involving theft or fraudulent practices after execution of a contract with the City and/or DDA, the contract shall be immediately revoked or canceled.

A development agreement or similar contract may not be entered into where any of the potential principal partners has a bankruptcy or lien on any property owned by the individual within a period of five years immediately prior to the date of the pending development agreement or similar contract. The City and/or DDA may require personal credit reports of each principal partner to validate financial capacity. Should any principal partner demonstrate lack of financial capacity due to bankruptcy or property lien after the execution of a contract with the City and/or DDA, the contract shall be immediately revoked or canceled.



**Lilburn Downtown Development Authority
Meeting Minutes**

DRAFT

June 16, 2021

**Lilburn City Hall, 340 Main St., Lilburn, GA 30047
Work Session at 6:30 p.m.
Public Meeting immediately following.**

6/16/2021 – Minutes

Work Session Agenda

I. Call to Order

Vice Chairman Hugh Wilkerson called the meeting to order at 6:30 pm.

II. Old Business

a. Financial Report – May 31, 2021

Brian Burchik, Community Development Administrator:

May opened with a balance of \$265,247.65. Revenue included rent to own payment from 1910 Public House in the amount of \$1,435.00, interest for the month of May from Seed Capital for Noble Village in the amount of \$731.25, rent from CRC Restaurant Group for \$3,500.00 and rent from Silver Oak for \$5,000.00. Expenses included \$10.00 for an advertisement in Gwinnett Daily Post for the assemblage RFP, \$4,590.00 for electrical services provided by JMB Electrical, and \$4,008.81 for engineering services provided by Precision Planning for the DDA's portion of the Main Street/Railroad Avenue Streetscape project. The month ended with a balance of \$267,305.09.

b. Update – DDA Property

Brian Burchik, Community Development Administrator:

Brian Burchik, Community Development Administrator, explained that Interest has been received for development of the assemblage at First and Main including two brothers who own Your Pie restaurants throughout the area. The brothers attended the meeting and advocated for their idea. The DDA explained the importance of

c. Update – Lilburn Community Improvement District & Lilburn Community Partnership

Brian Burchik, Community Development Administrator, stated that the wayfinding project with LCID is well underway, and the blade signs have been installed. The directional signs will be next. Additionally, the LCI study will begin in the near future with the hiring of a consultant by LCID.

d. Update – Development Activities

Brian Burchik, Community Development Administrator:

Brian Burchik, Community Development Administrator, stated that the LCID and the City are ready to partner with the DDA on a three-year contract with Retail Strategies to develop a commercial/retail plan to bring the quality and character of businesses along US 29 up to the new Lilburn standard. Retail Strategies will work with all three entities and private property owners to identify and recruit new retail in target locations. The contract with Retail Strategies and an IGA with the City of Lilburn and the Lilburn Community Improvement District will be on the July DDA agenda.

III. New Business

a. Approval of Amendment to DDA Bylaws

Brian Burchik, Community Development Administrator:

The DDA requested an amendment to the DDA Bylaws to provide a structure and requirements for public comment at future DDA meetings to mirror City Council's policy. The draft amendment to the Bylaws would require anyone wishing to comment at a DDA meeting to contact the City to provide the topic of comment prior to the DDA meeting. All comments must be relevant to items on the DDA's agenda.

b. Approval to authorize Chairman to sign Letter of Intent between Fire Brigade Development Company, LLC, and the Lilburn Downtown Development Authority for the development of 57 Railroad Avenue

Brian Burchik, Community Development Administrator:

The DDA Board members were impressed with the proposal and subsequent presentation of Fire Brigade Development Company, LLC, to the DDA last month. Since this time, City staff have completed financial and criminal history background checks on each principal of the LLC, and all meet City policy with regard to potential partners on redevelopment projects. City staff consulted with redevelopment attorney Dan McCray on the Letter of Intent presented to the DDA for consideration tonight. The Letter of Intent provides 45 days for the DDA and Fire Brigade Development Company, LLC, to cooperate on a Development Agreement for 57 Railroad Avenue.

c. Approval for extension of deadline for proposals for the development of the assemblage at Main Street and First Avenue to September 1, 2021

Brian Burchik, Community Development Administrator:

One of the potential proposers for development of the assemblage at Main and First has requested an extension of the RFP from the end of June to September 1, 2021. The potential proposers sent an email to Chairman Elmer Nash requesting the extension. The

DDA had discussion about an extension being mutually beneficial to the proposers and the DDA to allow additional time to get the word out about the RFP; however, September 1st seems too long. The DDA agreed to extend the deadline to August 1st.

IV. Adjournment

Vice Chairman Wilkerson asked for a motion to adjourn the work session at 7:19 pm. The motion was made by Board member Mark DeArmon, seconded by Board member Tom Mills.

Motion passed with a 6-0 vote.

Meeting Agenda

I. Call to Order

Vice Chairman Wilkerson called the meeting to order at 7:20 pm.

- Hugh Wilkerson, Board Member
- Mark DeArmon, Board Member
- Joe Nocera, Board Member
- Scott Mecredy, Board Member
- Tom Mills, Board Member
- Eddie Price, Councilmember
- Jenny Simpkins, Assistant City Manager
- Brian Burchik, Community Development Administrator

Chairman Elmer Nash was absent.

II. Approval of Agenda

A motion to approve the June 16, 2021 DDA agenda was made by Board member Scott Mecredy, seconded by Board member Joe Nocera.

Motion passed with a 6-0 vote.

III. Approval of Minutes

Vice Chairman Wilkerson called for a motion to approve the DDA Meeting Draft Minutes from June 16, 2021.

A motion to approve the DDA May 19, 2021 draft meeting minutes was made by Board member Tom Mills, seconded by Board member Mark DeArmon.

Motion passed with a 6-0 vote.

IV. Old Business

- a. Financial Report – May 31, 2021
- b. Update – DDA Property

- c. Update – Lilburn Community Improvement District & Lilburn Community Partnership
- d. Update – Development Activities

V. New Business

a. **Approval to amend DDA Bylaws regarding public comment**

Vice Chairman Wilkerson asked for a motion to approve the amendment to the DDA Bylaws regarding public comment. A motion was made by DDA Board member Mark DeArmon, seconded by Board member Tom Mills. Vice Chairman Hugh Wilkerson asked for a motion to approve the amendment to the DDA by-laws regarding public comment. A motion was made by Board member Joe Nocera to approve the amendment to the DDA by-laws as presented with the removal of the following section:

and the Chairman shall address each person, stating their name, address, and topic to which he/she will comment during the Public Comment portion of the meeting.

Board member Scott Mecredy seconded the motion with the amendment.

Motion passed 6-0.

b. **Approval to authorize Chairman to sign Letter of Intent between Fire Brigade Development Company, LLC, and the Lilburn Downtown Development Authority for the development of 57 Railroad Avenue**

Vice Chairman Hugh Wilkerson asked for a motion to approve authorization for the Chairman to sign the Letter of Intent between Fire Brigade Development Company, LLC, and the Lilburn Downtown Development Authority for the development of 57 Railroad Avenue.

A motion was made by Board member Scott Mecredy, seconded by Board member Tom Mills.

The motion passed 6-0.

c. **Approval for extension of deadline for proposals for the development of the assemblage at Main Street and First Avenue to September 1, 2021**

Vice Chairman Hugh Wilkerson asked for a motion to approve an extension to the deadline for proposals for the development of the assemblage at Main Street and First Avenue to September 1, 2021. Board member Joe Nocera made the motion, seconded by Board member Tom Mills.

Vice Chairman Hugh Wilkerson asked for any discussion. Board member Scott Mecredy recommended that the deadline be extended to August 1 instead of September 1. Board member Scott Mecredy made a motion to extend the deadline to August 1, seconded by Board member Tom Mills.

The motion passed 6-0.

VI. Public Comment

None

VII. Adjournment

A motion to adjourn at 7:25 pm was made by Board member Scott Mecredy, seconded by Board member Joe Nocera.

Motion passed with a 6-0 vote.

Approved this _____ day of _____, 20 _____.

Jenny Simpkins, Recording Secretary
Assistant City Manager

Elmer Nash, DDA Chairman