



**CITY OF JONESBORO
Special Called Meeting
170 SOUTH MAIN STREET
March 22, 2018 – 1:00 PM**

NOTE: As set forth in the Americans with Disabilities Act of 1990, the City of Jonesboro will assist citizens with special needs given proper notice to participate in any open meetings of the City of Jonesboro. Please contact the City Clerk's Office via telephone (770-478-3800) or email at rclark@jonesboroga.com should you need assistance.

Agenda

I. CALL TO ORDER - MAYOR JOY B. DAY

II. ADOPTION OF AGENDA

III. AGENDA ITEMS

1. Discussion regarding the Memorandum of Understanding by and between the Downtown Development Authority of the City of Jonesboro and Good Food & Company LLC.

IV. ADJOURNMENT



CITY OF JONESBORO, GEORGIA COUNCIL Agenda Item Summary

Agenda Item #

3.1

-1

COUNCIL MEETING DATE

March 22, 2018

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion regarding the Memorandum of Understanding by and between the Downtown Development Authority of the City of Jonesboro and Good Food & Company LLC.

Requirement for Board Action *(Cite specific Council policy, statute or code requirement)*

Is this Item Goal Related? *(If yes, describe how this action meets the specific Board Focus Area or Goal)*

Yes

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

At our last meeting, we approved an IGA by and between the Downtown Development Authority & the City of Jonesboro. As part of that IGA, it was agreed that any/all updates relative to the Firehouse would be submitted to Mayor and Council to keep you in the loop.

On tomorrow, the DDA will receive a presentation from both Kirby Glaze and Osiris regarding the project and will also consider a Memorandum of Understanding ("MOU") by and between the DDA and the developer. The purpose of this MOU is only to serve as a "good faith" measure by and between the DDA and Good Food and Company to begin working to structure some form of a lease agreement. As approved, the final lease will come before Mayor and Council.

As part of the MOU, Staff wanted an opportunity to share information regarding the structure of the development deal.

Fiscal Impact

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- MOU Jonesboro DDA & Osiris
- Firehouse Project Letter of Intent (002)

Staff Recommendation *(Type Name, Title, Agency and Phone)*

Approval

FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Ricky L. Clark, City Manager

Date

March, 22, 2018

Signature

City Clerk's Office

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this _____ day of March, 2018 by and between the Downtown Development Authority of Jonesboro (hereinafter referred to as the "Authority" or "Landlord") and Good Food and Company, LLC (hereinafter referred to as the "Company" or "Tenant").

1. This Memorandum of Understanding is intended to serve as a written understanding between the Authority and the Company until such time as it is supplanted by a definitive development and lease agreement. The paragraphs and provisions of this Memorandum of Understanding do not constitute and will not give rise to any legally binding obligation on the part of the Authority or the Company.
2. The property which is the subject of this Memorandum of Understanding and ultimately a definitive lease agreement is the former Fire Station building located at 103 West Mill Street Jonesboro, Georgia (the "Property") for the purpose of operating a multi-use food and entertainment facility.
3. The Authority currently has an agreement for the acquisition of the Property and shall lease the Property to the Company. Prior to possession by the Company, the Authority agrees to complete improvements on the building in an amount, including Tenant specific improvements, to be agreed upon by the Parties in a Conceptual Project Budget to be attached hereto as Exhibit "A" not later than April 30, 2018.
4. The Authority and the Company agree that the definitive lease agreement shall contain among the other provisions the following:
 - (a) A lease term of not less than ten (10) years or more than fifteen (15) years.
 - (b) A provision for monthly rent payments on or before the first (1st) day of each month in such amount as is necessary to amortize the outstanding indebtedness incurred for the improvements specified in the Conceptual Project Budget over a period of fifteen years.
 - (c) A provision in the lease that will guarantee that Landlord will have no interest rate risk over the term.
 - (d) A provision requiring Tenant to pay all costs of electric, water, sewer, telecommunications and other utilities utilized by Tenant.
 - (e) A provision requiring Tenant to maintain casualty insurance on the building and its personal property and contents. Tenant shall also provide general public liability insurance naming Landlord as an additional insured.
 - (f) Provisions requiring Tenant to maintain the structural elements of the building including, but not limited to, the roof, exterior walls and foundation. Tenant shall maintain all other components of the building including, but not limited to, heating and air units and plate glass windows. All warranties for new equipment shall inure to Tenant's benefit.

- (g) Provisions requiring the Tenant to maintain the historical elements of the building and providing that no changes or alterations may be made to the building without the Landlord's expressed written consent.
- (h) Provisions that Tenant may not assign the lease or sublet the premises without Landlord's prior written consent which consent shall not be unreasonable withheld.
- (i) Language providing Tenant to be responsible for ad valorem property taxes (if any) legally levied against the Property.
- (j) A provision allowing the Tenant to purchase the Property at any time during the term of the lease, for an amount equal to the outstanding balance of the indebtedness and the cost of transfer or at the end of the lease for an amount equal to the cost of transfer.
- (k) A provisions that Landlord will work with the Company to expedite all permit and license requirements, including for occupancy and the sale of alcohol.

5. Authority and Company agree to work in good faith toward a definitive development and lease agreement with a lease commencement date.

**Downtown Development Authority
of Jonesboro**

By: _____
Chairman

Good Food and Company, LLC
By: _____
Title: _____

EXHIBIT A



Good Food & Company, LLC
 249 Ivan Allen Jr, Blvd NW • Atlanta, GA • 30313
 Office Phone: (470) 428-3853
 Email: oballard@ourgoodfoodcompany.com

Letter of Intent for Proposed Revitalization Development

103 W. Mill St, Jonesboro, GA 30236

Project Name:
 "Historic Jonesboro Firehouse Museum"

Project Owner:
 Good Food & Company, LLC.

March 1st, 2018

City Manager Ricky L. Clark Jr.
 City of Jonesboro & The Jonesboro Development Authority
 124 North Avenue
 Jonesboro, GA 30236

Dear Mr. Clark,

It is our pleasure to submit this letter of intent to pursue land use and related approvals for the revitalization development of the Historic Jonesboro Firehouse Museum located in the City of Jonesboro in Clayton County, Georgia at 103 W. Mill Street. Currently the property and the Historic Firehouse Museum is owned by the City of Jonesboro.

Project Summary

The Project will include a single story Mixed -Use Multi-Food, Beverage (Brew Pub & Coffee) with green space flanking the rear of the building for community entertainment and social events. Occupancy has not been determined however, this project anticipates as many as 150 occupant capacities. There will be front covered patio and rear covered patio seating. The project will be comprised of a seasonal and traditional (3) food concept dining experience, premium single origin coffee, propriety and server as the first ever location to introduce nitro craft beverages, and lastly beer and spirits of several varieties along with a Jonesboro specialty beer, only found at this location.

Existing Site Conditions

Currently zoned commercial, the property serves as a community gathering location and event space for weekly activities. The site borders mill street with ample parking adjacent to the north, main street behind existing businesses that face main street to the east, single story office spaces to the west, and church street with additional open property space to the south.

Project Objectives and Benefits

The project will benefit the City of Jonesboro in the following ways:

- Increased annual real-estate taxes generated by this property (estimation to be determined).
- Provide additional employment opportunities to the area.
- Offer a unique and fresh concept in the delivery of Food, Beverages, Community Gathering, A Weekly and Weekend Place of Socializing for Families and Friends.
- Family friendly for all family households with weekly activities planned.
- Providing a desirable lifestyle and community amenities.
- Allow for a live-work relationship with the surrounding area and the Clayton County and City of Jonesboro Districts.
- Provide the community with a stable and balanced infrastructure giving way for new residents who will eat and shop on main street.

The Project will invigorate the Jonesboro and Clayton County Neighborhood, provide a place of diverse community socializing and gathering that complements the growth and evolution of the Historic City of Jonesboro.

Project Specifics

<u># of Units:</u>	Approximately 1 Units under 5,500sq. ft. of commercial space
<u>Location:</u>	103 W Mill St, Jonesboro, GA 30236
<u>Rental Sq. Ft.:</u>	Under 5,500
<u>Start Construction:</u>	April 1 st , 2018 (Estimated)
<u>Type of Building:</u>	Single, one-story building
<u>Land Area:</u>	Has yet to be determined
<u>Real Estate Taxes:</u>	Current Taxes – Unknown Estimated New Taxes – T.B.D.
<u>Vehicle Parking:</u>	North of the building 100 estimated spaces (the street cross)
<u>Bicycle Parking:</u>	T.B.D
<u>Site Access:</u>	Mill Street, Broadstreet, Church Street & Main Street
<u>Lot Coverage</u>	T.B.D

Project Construction Schedule

Estimated to commence on or before April 2018 with a completion approximately 12 months after commencement.

Project Financial Information

Value of the Land: The land is currently assessed at (T.B.D) the improvements will add a (T.B.D.) value for a final total assessed value.

Estimated Project Cost: Approximately \$325,000

Number of Construction & Full-time Equivalent Jobs Created: 75 construction jobs; 51 employees of the restaurant, coffee bar, and brew pub.

Project Team

This is a joint effort between Campbell Capital Group, LLC and M-M Properties, Inc.

Architect:	TSW – Architects, Planning, and Landscape Architects
Civil Engineering:	T.B.D
Landscape Design:	T.B.D
Structural Engineering:	T.B.D
Mechanical Engineering:	T.B.D
Traffic Engineer:	T.B.D
Legal/Land Use Approvals:	T.B.D
Interior Designer:	Jean Lim

In closing, we look forward to working with the City throughout the concept, approval, and development process to transform this key site along in heart of Jonesboro for the Community to Celebrate work-life balance 365 days a year.

Sincerely,



O. Osiris Ballard