

**DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF JONESBORO**  
**Special Called Meeting**  
**170 SOUTH MAIN STREET**  
**March 22, 2018 – 4:30 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 Administrator's Office via telephone (770-478-3800) or email at [rclark@jonesboroga.com](mailto:rclark@jonesboroga.com) should you need assistance.***

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**Agenda**

**I. CALL TO ORDER**

**II. AGENDA ITEMS**

1. Consideration of a Memorandum of Understanding by and between the Downtown Development Authority of the City of Jonesboro and Good Food & Company LLC.
2. Consideration of Proposal from Ray, Ellis & Labrie Consulting for determination of applicable Federal Historic Preservation Tax Credits for the Jonesboro Fire Station located 103 West Mill Street.

**III. ADJOURNMENT**



**CITY OF JONESBORO, GEORGIA COUNCIL**  
**Agenda Item Summary**

**Agenda Item #**

**2.1**

**- 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.)*

Consideration of a 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

Attachment: MOU Jonesboro DDA & Osiris (1222 : MOU - Good Food & Company LLC)



Good Food & Company, LLC  
 249 Ivan Allen Jr, Blvd NW • Atlanta, GA • 30313  
 Office Phone: (470) 428-3853  
 Email: [oballard@ourgoodfoodcompany.com](mailto: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 1<sup>st</sup>, 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 <sup>st</sup> , 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



	<b>CITY OF JONESBORO, GEORGIA COUNCIL</b> <b>Agenda Item Summary</b>	<b>Agenda Item #</b> <span style="background-color: #cccccc; padding: 2px 5px;"><b>2.2</b></span> <span style="color: red;">- 2</span>
		<b>COUNCIL MEETING DATE</b> March 22, 2018
<b>Requesting Agency (Initiator)</b> Office of the City Manager	<b>Sponsor(s)</b>	
<b>Requested Action</b> <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i> Consideration of Proposal from Ray, Ellis & Labrie Consulting for determination of applicable Federal Historic Preservation Tax Credits for the Jonesboro Fire Station located 103 West Mill Street.		
<b>Requirement for Board Action</b> <i>(Cite specific Council policy, statute or code requirement)</i>		
<b>Is this Item Goal Related?</b> <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i>		
<div style="display: flex; justify-content: space-between;"> <div> <b>Summary &amp; Background</b> </div> <div style="font-size: small;"> <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> </div> </div> <p>The Federal Historic Preservation Tax Incentives program encourages private sector investment in the rehabilitation and re-use of historic buildings. It creates jobs and is one of the nation's most successful and cost-effective community revitalization programs.</p> <p>A 20% income tax credit is available for the rehabilitation of historic, income-producing buildings that are determined by the Secretary of the Interior, through the National Park Service, to be "certified historic structures." The State Historic Preservation Offices and the National Park Service review the rehabilitation work to ensure that it complies with the Secretary's Standards for Rehabilitation. The Internal Revenue Service defines qualified rehabilitation expenses on which the credit may be taken.</p> <p>The <b>SCOPE OF WORK</b> for this project has been divided into the following phases: Preliminary Determination. We will research available historic aerials, and Sanborn Fire Insurance Maps for the subject property, along with one site visit to make an unofficial, professional determination if the property could feasibly be nominated to the National Register of Historic Places. The fee for this would be \$1,000.</p>		
<div style="display: flex; justify-content: space-between;"> <div> <b>Fiscal Impact</b> </div> <div style="font-size: small;"> <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> </div> </div>		
<b>Exhibits Attached</b> <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> <ul style="list-style-type: none"> <li>REL-Proposal-Jones Fire-PreDet-REV</li> </ul>		
<b>Staff Recommendation</b> <i>(Type Name, Title, Agency and Phone)</i> <b>Approval</b>		

<b>FOLLOW-UP APPROVAL ACTION (City Clerk)</b>		
<b>Typed Name and Title</b> Ricky L. Clark, City Manager	<b>Date</b> March, 22, 2018	
<b>Signature</b>	<b>City Clerk's Office</b>	



preservation and tax incentives

Jonesboro DDA  
124 North Avenue  
Jonesboro, Georgia 30236  
Attention: Ricky L. Clark, Jr., Executive Director

RE: Jonesboro Fire Station - Predetermination  
103 West Mill Street  
Jonesboro, Clayton County, Georgia

March 12, 2018

Mr. Clark:

This is in follow up to your request of a fee for us to do some initial research into the Jonesboro Fire Station to determine if we feel it is worthwhile to proceed with an Individual Listing of the Property located at 103 West Mill Street, Jonesboro, Clayton County, Georgia. This proposal does not replace our proposal Dated February 27, 2018 to draft a National Register of Historic Places Nomination, as well as the appropriate Historic Tax Credit applications outlined in that proposal. Please, see the outline of our Scope of Work below.

The **SCOPE OF WORK** for this project has been divided into the following phases:

Preliminary Determination. We will research available historic aerals, and Sanborn Fire Insurance Maps for the subject property, along with one site visit to make an unofficial, professional determination if the property could feasibly be nominated to the National Register of Historic Places. The fee for this would be \$1,000. The project manager will provide any existing, on hand, information regarding the fire station to us at the start of the project. If your client should choose to go forward with the project, we will discount the National Register Of Historic Places nomination fee quoted in our February 27, 2018 proposal by \$500.

All expenses to make a preliminary determination on the property as described above are included in the quoted fee.

## STAFFING

Brian LaBrie, Principal Architectural Historian & Partner will act as the Project Manager. LaBrie will be assisted by Emily Taff, Architectural Historian; and Carmie McDonald, Architectural Historian as needed. Both Ellis and LaBrie will be available to assist you during the project.

## PAYMENT

Ray, Ellis & LaBrie Consulting proposes a flat fee of \$1,000 for making a preliminary determination if we feel the subject property could be listed on the NRHP. This fee would be due at the start of the project. If you agree with this outlined Scope of Work, the associated fees, and the attached Terms & Conditions please sign and date on the Acceptance of Proposal page were indicated. Forwarding this signature page will act as our Notice to Proceed.

Sincerely,

*Brian W. LaBrie*

Brian W. LaBrie  
Principal Architectural Historian & Partner  
Ray, Ellis & LaBrie Consulting LLC (Party One)

Date: March 12, 2018

The contents of this proposal and any attachments are confidential and are intended solely for the addressee. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited.

Acceptance of Proposal  
For services provided for Jonesboro Fire Station Consulting

If the proposed Scope of Work with associated fees of the previous pages along with the Terms & Conditions on the next page are acceptable, please mail a signed copy of this Acceptance of Proposal signature page to us with our fee. Once they both have been received we will begin work as outlined in this proposal.

Accept Preliminary Determination for a fee of \$1,000.

(Signature) \_\_\_\_\_

(Print Name) \_\_\_\_\_

(Print Company Name)\* \_\_\_\_\_

\_\_\_\_\_ Date

*\*The Company Name will be referred to as Party Two under Terms & Conditions on the next page.*

Ray, Ellis & LaBrie  
consulting

preservation and tax incentives

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## Terms & Conditions

1. **PAYMENT**  
Party One will provide invoice(s) for payment by Party Two for services rendered under the Scope of Work. Party One expects prompt payment of invoices, which is defined as payment received within 15 business days of the date of the invoice. If payment is not prompt, the invoice is subject to a 5% per annum finance charge with a minimum monthly charge of \$95. Payments that cannot be deposited due to insufficient funds are subject to a fee of \$95 in addition to any bank-related fees.
2. **RETAINER**  
Party Two shall provide a retainer to Party One equal to 100% of the fixed labor fee prior to Party One starting the project. This retainer will be credited to the amount owed on invoice(s). This retainer is nonrefundable.
3. **MODIFICATION**  
No modification of this agreement will be effective unless it is in writing and is signed by both parties. This agreement binds and benefits both parties and any successors and assigns. This document, including any attachments, is the entire agreement between the parties. The laws of the State of Georgia govern this General Agreement.
4. **TERM & TERMINATION**  
This agreement will become effective as of date of final signatory. Unless it is terminated earlier by Party Two, this agreement will continue until the Services outlined have been provided by Party One, and Party One has been paid in full for those Services. Party Two may terminate this agreement for its convenience, effective upon written notice to Party One. After the termination of this agreement for convenience, Party Two shall promptly pay Party One for Services properly rendered before the effective date of the termination.
5. **CONFIDENTIALITY**  
At all times during his work with Party Two, Party One shall hold all project-related information in strictest confidence, and shall not use, disseminate or disclose, except for the benefit of the Party Two, such information to any person, firm, or corporation without the prior written authorization of Party Two.
6. **OTHER ACTIVITIES**  
During the Term, Party One is free to engage in other independent contracting activities, except that Party One may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with Party One's obligations or the scope of Services to be rendered for Party Two under this agreement.
7. **INDEMNIFICATION**  
Party One agrees to indemnify, defend (with counsel of Party Two's choice), and hold harmless Party Two of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, to the extent caused by or arising out of or relating to the work of Party One. This indemnification obligation shall survive termination of this agreement and shall not be limited by any insurance provided by Party One.
8. **FORCE MAJEURE**  
A party will be not be considered in breach or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, personal assault, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable: 1) notify the other party of the Force Majeure Event and its impact on performance under this agreement; and 2) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.
9. **GOVERNING LAW**  
The laws of the state of Georgia govern this agreement (without giving effect to its conflicts of law principles). Both parties consent to the personal jurisdiction of the state and federal courts in the County of Georgia where the property subject to this agreement is located. If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees.
10. **SEVERABILITY**  
If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

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