



DOWNTOWN DEVELOPMENT AUTHORITY

Board of Directors

Regular Board Meeting

January 13, 2025

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**
- IV. **Approval of Meeting Minutes** – None.
- V. **Public Comments:** Any member of the public may address the Board 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.
- VI. **Election of Officers**
 - a. Chairperson
 - b. Vice Chairperson
 - c. Secretary
 - d. Treasurer
- VII. **Old Business**
 - a. Discussion on Special Tax District
 - b. Discussion on proposed DDA Boundary Map update
- VIII. **New Business**
 - a. Presentation from Stephen Macauley - Macauley Investments
 - b. Review and discussion of the proposed 2025 DDA budget including the approved IGA and \$50,000 allocation from the City of Clarkston.
 - c. Discussion on DDA Retreat to discuss 2025 projects.
 - d. Discussion on consulting services for the DDA.
 - e. Discussion and review of the Downtown Business Owners Survey.
- IX. **Adjournment**

INTERGOVERNMENTAL AGREEMENT
between
THE DOWNTOWN DEVELOPMENT AUTHORITY OF CLARKSTON
and the
CITY OF CLARKSTON, GEORGIA
for the
JOINT PROVISION OF SERVICES TO FACILITATE THE REVITALIZATION AND
REDEVELOPMENT OF THE CLARKSTON CENTRAL BUSINESS DISTRICT

THIS AGREEMENT is made and entered into this _____ day of December 2024 by and between **THE DOWNTOWN DEVELOPMENT AUTHORITY OF CLARKSTON**, a State Authority created pursuant to the Downtown Development Authorities Law (hereinafter the "DDA"), and the **CITY OF CLARKSTON, GEORGIA** a municipal corporation of the State of Georgia (hereinafter "Clarkston").

WITNESSETH:

WHEREAS, the City of Clarkston's central business district is in need of revitalization and redevelopment to promote the public good, general welfare, trade, commerce, industry, and employment opportunities by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce within the City of Clarkston; and

WHEREAS, the DDA was created and activated to aid in the revitalization and redevelopment of Clarkston's central business district; and

WHEREAS, both the DDA and Clarkston desire to work collectively to revitalize and redevelop the central business district of the City of Clarkston, Georgia; and

WHEREAS, the DDA and Clarkston are authorized to enter into this Agreement by Georgia law, specifically including Article IX, Section II, Paragraph II and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the DDA and Clarkston consent and agree to the above recitals and as follows:

Section 1. Scope of Services

A. Payment to DDA. Clarkston shall pay Fifty Thousand Dollars (\$50,000.00) to the DDA not later than January 15, 2025.

B. Use of Funds. The DDA shall use the funds paid to it by Clarkston pursuant to this Agreement to encourage and facilitate the redevelopment and revitalization of the central business district of Clarkston (as defined by the most recent resolution of the Clarkston City Council), including performing the following services:

- 1) promoting the central business district as a desirable location for trade, commerce and industry;
- 2) creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce in the central business district;
- 3) acquiring by purchase, lease, or otherwise real and personal property;
- 4) paying the costs of any “project” as defined by the Downtown Development Authorities Law;
- 5) applying directly or indirectly to any federal, state, or county government or agency or to any other source, whether public or private, for loans, grants, guarantees, or other financial assistance;
- 6) engaging engineers, surveyors, architects, urban or city planners, fiscal agents, attorneys, and others; and
- 7) making or otherwise causing to be made long-range plans or proposals for the revitalization and redevelopment of the central business district.

C. Reporting. The DDA shall provide a report to Clarkston by December 31, 2025, describing the use of the funds paid to the DDA under this Agreement.

Section 2. Representations and Mutual Covenants

A. DDA Representations. The DDA makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement. The DDA is a public authority duly created and organized under the Laws of the State of Georgia. The DDA is duly authorized to execute, deliver and perform this Agreement. This Agreement is a valid, binding, and enforceable obligation of the DDA.

B. Clarkston Representations. Clarkston makes the following representations and warranties, which may be specifically relied upon by all parties as a basis for entering this Agreement. Clarkston is a municipal corporation duly created and organized under the laws of the State of Georgia. The governing authority of Clarkston is duly authorized to execute, deliver and perform this Agreement. This Agreement is a valid, binding, and enforceable obligation of Clarkston.

Section 3. Effective Date and Term of Agreement

This Agreement shall commence upon the date of its execution and shall terminate on December 31, 2025.

Section 4. Entire Agreement

This Agreement constitutes all of the understandings and agreements existing between the Parties with respect to the services described herein. This Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the Parties hereto with respect to the projects. No representation oral or written not incorporated in this Agreement shall be binding upon the Parties.

Section 5. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the Parties.

Section 6. Severability, Non-Waiver, Applicable Law, and Enforceability

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the arbitrator or court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

Section 7. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 8. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the DDA and Clarkston acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution on the date indicated herein.

[signature page follows]

**DOWNTOWN DEVELOPMENT
AUTHORITY OF CLARKSTON**

_____(SEAL)
Dr. Johnny Garcia, Chairman

ATTEST:

DDA Secretary

CITY OF CLARKSTON, GEORGIA

_____(SEAL)
Mayor Beverly H. Burks

ATTEST:

City Clerk Tomika Mitchell

APPROVED AS TO FORM:

Stephen Quinn
City Attorney Stephen Quinn

DRAFT

Downtown Clarkston Business Survey

Conducted by the Downtown Development Authority (DDA)



A Letter from the Clarkston Downtown Development Authority

Dear Downtown Clarkston Business Owner,

The **Clarkston Downtown Development Authority (DDA)** is dedicated to enhancing the economic vitality and quality of life in our downtown district. We believe that a thriving downtown is the heart of a successful community, and your business plays a critical role in shaping this vision.

As part of our ongoing commitment to support and strengthen local businesses, we are conducting this survey to gather valuable feedback from business owners like you. The information you provide will help us better understand your needs, identify key challenges, and develop targeted strategies to improve the downtown business environment.

Your insights will directly influence our efforts in several areas, including:

- **Business Support Services:** We want to offer the right resources, programs, and events that truly benefit your business.
- **Downtown Improvements:** Whether it's addressing infrastructure, beautification, or public safety, your feedback will guide our investment in downtown improvements.
- **Marketing & Promotions:** We aim to promote Downtown Clarkston as a vibrant destination for shopping, dining, and entertainment. Your input will help us shape future promotional campaigns and events.
- **New Business Development:** Attracting complementary businesses to fill vacant spaces is a top priority for the DDA. We want to create a well-rounded downtown that benefits everyone.
- **Streamlining the Business Experience:** We understand that opening and operating a business can be challenging. Your feedback on permitting, licensing, and other processes will help us advocate for a more business-friendly environment.

Your responses will remain confidential and will only be used by the DDA for planning and development purposes. By taking just a few minutes to complete this survey, you'll be contributing to the long-term success of Downtown Clarkston.

We truly appreciate your time and input. If you would like to discuss your ideas further or get more involved with the DDA, please don't hesitate to reach out to us. Together, we can build a vibrant and prosperous downtown that serves as a hub for our community.

Thank you for being an essential part of Downtown Clarkston's growth and development.

Warmest Regards,

Clarkston Downtown Development Authority

Section 1: Business Profile

1. How long have you operated your business in Downtown Clarkston?

- ☐ Less than 1 year
- ☐ 1–3 years
- ☐ 4–7 years
- ☐ 8+ years

2. What type of business do you operate? (Check all that apply)

- ☐ Retail
- ☐ Restaurant / Café
- ☐ Service (e.g., salon, repair shop)
- ☐ Other (Please specify): _____
- ☐ Office-based business
- ☐ Nonprofit organization
- ☐ Creative / Arts-related

3. How many employees (including yourself) does your business have in Downtown Clarkston?

- ☐ 1–5
- ☐ 6–10
- ☐ 11–20
- ☐ 21+

4. Does your business have any of the following plans in place? (Check all that apply)

- ☐ Marketing plan
- ☐ Operating plan
- ☐ Advertising plan
- ☐ None of the above

Section 2: Business Environment & Support

5. How would you rate the overall business environment in Downtown Clarkston?

- ☐ Excellent
- ☐ Good
- ☐ Fair
- ☐ Poor
- ☐ (Please explain your rating):

6. What are the biggest advantages of being a business owner in Downtown Clarkston?

7. What are the biggest disadvantages or challenges of being a business owner in Downtown Clarkston?

8. What specific services, resources, or programs would help strengthen your business?

(Check all that apply)

- | | |
|--|---|
| <input type="radio"/> Promotional events | <input type="radio"/> Financial assistance (grants, loans) |
| <input type="radio"/> Cooperative advertising | <input type="radio"/> Increased security and safety measures |
| <input type="radio"/> Business-to-business networking opportunities | <input type="radio"/> Downtown cleanups and beautification efforts |
| <input type="radio"/> Help navigating city ordinances and regulations | <input type="radio"/> Increased parking availability |
| <input type="radio"/> Façade improvement grants / Signage improvement assistance | <input type="radio"/> Slowing down vehicle traffic / Increasing pedestrian safety |
| <input type="radio"/> Other (Please specify): | |

9. How can the Clarkston DDA better support your business? *(Check all that apply)*

- | | |
|--|--|
| <input type="radio"/> Facilitating access to grants and financial incentives | <input type="radio"/> Supporting initiatives to fill vacant buildings |
| <input type="radio"/> Providing more marketing and promotion opportunities | <input type="radio"/> Increasing collaboration between the city and businesses |
| <input type="radio"/> Organizing more downtown events to increase foot traffic | |
| <input type="radio"/> Other (Please specify): | |

Section 3: Training & Development

10. What types of training or seminars would you be interested in attending? *(Check all that apply)*

- | | |
|--|---|
| <input type="radio"/> Social media marketing | <input type="radio"/> Retail best practices |
| <input type="radio"/> Business incentives and financing options | <input type="radio"/> Marketing & advertising strategies |
| <input type="radio"/> Grant application assistance | <input type="radio"/> Employee recruitment and retention strategies |
| <input type="radio"/> Understanding city ordinances and permitting processes | <input type="radio"/> Financial literacy (e.g., budgeting, bookkeeping) |
| <input type="radio"/> Other (Please specify): | |

11. What day(s) of the week work best for attending workshops or training sessions? *(Check all that apply)*

- | | |
|---------------------------------|--------------------------------|
| <input type="radio"/> Monday | <input type="radio"/> Thursday |
| <input type="radio"/> Tuesday | <input type="radio"/> Friday |
| <input type="radio"/> Wednesday | <input type="radio"/> Saturday |

12. What time of day works best for attending workshops? *(Check all that apply)*

- | | | |
|--------------------------------|----------------------------------|--------------------------------|
| <input type="radio"/> Mornings | <input type="radio"/> Afternoons | <input type="radio"/> Evenings |
|--------------------------------|----------------------------------|--------------------------------|
-

Section 4: New Business Development

13. What types of new businesses would you like to see in Downtown Clarkston? *(Check all that apply)*

- | | |
|--|--|
| <input type="radio"/> Coffee shops | <input type="radio"/> Grocery / Produce markets |
| <input type="radio"/> Specialty retail stores | <input type="radio"/> Entertainment venues (e.g., theaters, live music spaces) |
| <input type="radio"/> Restaurants (casual / fine dining) | <input type="radio"/> Art galleries or creative spaces |
| <input type="radio"/> Health food stores | <input type="radio"/> Co-working spaces |
| <input type="radio"/> Other (Please specify): | |

14. Do you know anyone who owns a business elsewhere who may be interested in opening a second location or relocating to Downtown Clarkston?

- | | |
|---|-------|
| <input type="radio"/> Yes (If yes, please provide their contact information): | _____ |
| <input type="radio"/> No | |
-

Section 5: Permitting & Process Feedback

15. How would you rate the process of opening your business in Downtown Clarkston (e.g., permits, inspections, approvals)?

- | | |
|--|-----------------------------------|
| <input type="radio"/> Very simple | <input type="radio"/> Neutral |
| <input type="radio"/> Simple | <input type="radio"/> Complicated |
| <input type="radio"/> Very complicated | |

- (Please explain your rating):

16. Do you feel the current permitting process (application, fees) is fair and transparent?

- Yes
- No (If no, please explain how it can be improved):

17. What were the top 5 challenges you faced when opening or operating your business in Downtown Clarkston?

1.

2.

3.

4.

5.

Section 6: General Feedback

18. What do you see as the biggest opportunity for Downtown Clarkston in the next 3–5 years?

19. Please provide any additional feedback or suggestions on how the DDA can improve the downtown business environment.

Section 7: Involvement & Contact Information

20. Would you like to be more involved with the Clarkston Downtown Development Authority (DDA)?

- Yes
- No

21. Would you like to receive updates on downtown initiatives, events, and grant opportunities?

- Yes
- No

(Optional)

Contact Information:

Name: _____

Business Name: _____

Phone: _____

Email: _____

Business Address: _____

City: Clarkston

State: Georgia

Zip Code: 30021