



**City of East Point
Monthly Meeting Summary
Business and Industrial Development Authority**

Thursday, April 5, 2018
3121 Norman Berry Drive
East Point, GA 30344
6:30 pm

I. Call to order

Chairperson, Ms. Dharman, established a Call to Order of the East Point Business and Industrial Development Authority (BIDA) meeting at 6:45 pm.

Board Members Present:

Mayor Deana Holiday-Ingraham, Tina Dharman (Chair), Joseph Johnson (Vice-Chair), Steven Rodgers, Norman Urquhart, Kristen Jackson, and Margaret McClure.

Others Present:

Kirby Glaze (Legal Counsel), Rhonda Appleby (Secretary/Treasurer), and Nyomi Haynes (Recording Secretary).

II. Adoption of Agenda

Ms. McClure motioned to approve the adoption of the agenda. Mr. Rodgers seconded the motion. **Approved unanimously, the motion carried.**

III. Approval of the Meeting Summary from the following meeting:

March 1, 2018 Summary

Ms. Dharman stated that the word "McGuiver" was misspelled. The correct spelling was "MacGyver". Mr. Rodgers motioned to approve the corrected synopsis. Ms. Jackson seconded the motion. **Approved unanimously, the motion carried.**

IV. Chairperson's Report

Ms. Dharman stated that she was waiting to hear from the City regarding the Commons development.

V. Secretary/Treasurer Report

a. Bank Reconciliation

Ms. Appleby entered the bank reconciliation into the record.

Mayor Holiday-Ingraham motioned to approve Ms. Haynes' invoice. Mr. Rodgers seconded the motion. **Approved unanimously, the motion carried.**

Ms. Appleby informed the board that their insurance policy renewal would be next month.

VI. Legal Report

a. Filming on Properties Amendment

At last month's meeting, Mr. Glaze stated that the board had discussed whether they should allow repairs or alterations by film production companies on its buildings and whether building repairs were covered in the board's Location Agreement. Mr. Glaze informed the board that he added a new paragraph (paragraph 6) on page two (2), Section Eight (8) of their approved Location Agreement. The new paragraph states, "*Any repairs, alterations or improvements the company intends to make to the property other than those removed pursuant to Section 8 below.*" Mr. Glaze summarized the language in Section Eight (8) of the Location Agreement by stating that once a film shoot was finished, the film company must remove and restore the renovated property back to its original state.

According to Mr. Glaze, Section Eight (8) of the Location Agreement highlighted temporary repairs and the restoration of the property back to its normal condition. Section Eight (8) goes on to state, "*...repairs, alterations and improvements shall be set forth in the attachment hereto. All such repairs, alterations, and improvements shall be made in compliance with and accordance to the Code of Ordinance of the City of East Point.*" Mr. Glaze suggested adding the language so that when a film company executes the agreement and attaches any proposed renovations to a building, staff can take the agreement to the Building Inspections Department to make sure the renovations are in code compliant. Mr. Glaze suggested that the board make a motion to add the amendment.

Ms. Jackson asked if this type of agreement was standard in other cities. Mr. Glaze responded by saying that he knows Atlanta and Senoia have a similar agreement in place. Ms. Jackson felt that the board should consult with other cities who have experience with these types of film location agreements before they make modifications to their Location Agreement. Mr. Glaze stated that he would contact Atlanta's Film Department regarding their Location Agreement. Ms. Jackson then asked why the board would require a film company to go through East Point's Code Ordinance for a building that is not in great condition in order to make modifications to a building that a company does not want to take down. Mr. Glaze stated that other than the modifications, the film company might leave a building in place that may be unsafe. While they are in possession of the building, the film company takes liability of the building and during that time, BIDA would be covered by the company's liability insurance. If the film company left the renovations in place, the board needed to make sure that the company was in compliant with the building codes. He advised that they did not want any future liabilities to occur with a company's renovations and that the amendment was to protect BIDA's current properties.

At this moment, Mrs. Slaughter-Gibbons' and Mr. Johnson's entered the meeting.

a. Bank Account Findings

At last month's meeting, Mr. Glaze stated that there was a discussion regarding restrictions and/or limitations concerning their checking account. Mr. Glaze reported that he identified an unfamiliar restriction/limitation with the board's account. In one of the laws that amended the constitution that created the Authority, it provided that the funds of the Authority should be maintained in the financial accounts of the City of East Point. He went on to state that such account should be identified as the Authority's account and any expenditures should be approved by the Authority.

Mr. Glaze stated that he was unsure of the City's intent for this arrangement, but believed that it might have been for auditing purposes. It was Mr. Glaze understanding that someone from the City must sign on the account and oversee the distribution of the funds. According to the board's existing provision, any expenditure in excess of \$2500.00 must have the approval of the City. He suggested that if there was no other intentions over the account, the Authority could resolve the issue by having the Mayor and Council pass a resolution authorizing the Authority to maintain the checking account under the Authority's name and in compliance with the Constitutional Provision. The funds are to be held in a permissible investment account as long it was in a depository institution that was insured by the FDIC or FSLIC. Since the board held its funds in a "demand" account, Mr. Glaze suggested that the board did not invest in bonds or stocks. Ms. Appleby mentioned that on a monthly basis, the City reconcile the Authority's account and when required, she updates the Authority's bank signature cards. She added that the Authority has a two-party checking account. Mr. Glaze stated that this process was stated in Section 8.2 of the Authority's bylaws.

VII. Old Business

Ms. McClure stated that at last month's meeting, there was a discussion made regarding BIDA's visibility. She inquired as to how they could maintain visibility without having a staff. Mr. Glaze stated that the discussion arose when they spoke about Mr. Maceo Rogers and the Fulton County's Development Authority pursuing the same state project. Developers are more familiar with Fulton County's Development Authority than with BIDA; therefore, the State was sending projects to Fulton County rather than to BIDA.

Mr. Glaze informed the board that Mr. Maceo Rogers was making sure that the State and other entities were aware that BIDA was capable of handling bond financings in the same manner as Fulton County. Mrs. Slaughter-Gibbons stated that since she and Mr. Johnson were retired, they were available to attend these meetings. Ms. McClure stated that since most development deals happen at the state level, the Authority should establish a better rapport with the State of Georgia. Ms. Dharman stated that at the next meeting, the board should ask Mr. Maceo Rogers about the process of acquiring development deals.

VIII. New Business

None

Adjournment

Having no further business, the meeting properly adjourned at 7:01 pm following an unanimous adoption of a motion made by Mr. Johnson, seconded by Mr. Rodgers. **Approved unanimously, the motion carried.**