Work Session Agenda
6:30 P.M.

I. Call to Order

II. Old Business
   b. Update – DDA Property
   c. Update – Lilburn Community Improvement District and Lilburn Community Partnership
   d. Update – Development Activities

III. New Business
    1. Approval of Contract No. 29-2024, a contract between the Lilburn DDA and Lilburn Main, LLC/Lilburn Railroad, LLC, providing the option for the Lilburn DDA to purchase 100 Main Street, Parcel No. 6135 385, from Lilburn Main, LLC/Lilburn Railroad, LLC, per the stated framework terms.

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
   a. Draft DDA Meeting Minutes – February 21, 2024

IV. Old Business
b. Update – DDA Property

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

d. Update – Development Activities

V. New Business

1. Approval of Contract No. 29-2024, an agreement between the Lilburn DDA and Lilburn Main, LLC/Lilburn Railroad, LLC, providing the option for the Lilburn DDA to purchase 100 Main Street, Parcel No. 6135 385, from Lilburn Main, LLC/Lilburn Railroad, LLC, per the stated framework terms.

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 the City Clerk, 340 Main Street, Lilburn, GA 30047, telephone number 770-921-2210.
I. Call to Order
Chairman Elmer Nash called the work session to order at 6:30 PM.

II. Old Business
Jenny Simpkins provided the following update:
The month of December 2023 opened with a balance of $363,537.52, and the month of January 2024 closed with a balance of $131,827.50. Revenues included $3,500 from CRC Restaurant Group. Expenses included two GA Power payments, two payments to Seyfarth Shaw for legal services relating to the Railroad Avenue project, a PNC bank payment to cover training scheduled for Emil Powella to attend DDA training (this will be refunded), a payment to Finest Fabrication for signage, a payment to Russell Landscaping, and a payment to Sycamore Consulting for the maintenance of the Railroad Avenue webpage.

b. Update – DDA Property
Jenny Simpkins provided the following update:
Conversations on 57 Railroad Avenue with Jennifer Tiberia have stalled pending Council support for the public/private parking deck.
Due to public sentiment regarding townhomes, Mayor Crist met with Aimee Price and staff regarding the proposed development for the assemblage at First and Main, and he has asked for no townhomes.
The DDA Board members requested a presentation from Aimee Price at their next DDA meeting to update the DDA on her progress on construction documents and cost estimates to build the design agreed upon by the DDA and Aimee Price per the Letter of Intent.

c. Update – Lilburn Community Improvement District and Lilburn Community Partnership
Elmer Nash, DDA Chair, stated that LCID has been busy with the Hood Rd/Bryson Park Realignment Project. Tad Leithead, Executive Director of the LCID, is invaluable to the City of Lilburn.
Hugh Wilkerson stated that the LCP continues to do a great job maintaining the Wynne Russell House. He does not attend their regular meetings.
d. Update – Development Activities
No new updates were provided; however, the city’s new Councilmember, Christina van Maanen, attended the DDA meeting, and the DDA recognized and thanked her for her service and involvement.

III. New Business
1. Approval of 2024 DDA Chairman, Vice Chairman, and Secretary.
Chairman Nash asked for a nomination for the three positions appointed by the DDA board members annually. All members agreed on the nomination of Elmer Nash as Chairman, Hugh Wilkerson as Vice Chairman, and Jenny Simpkins and Mike Helton as co-Secretaries.

IV. Executive Session (if needed)

V. Adjournment
Chairman Nash adjourned the work session.

Meeting Agenda
Immediately following work session.

I. Call to Order
Chairman Nash asked for a motion to call the regular meeting of the DDA Board to order at 7:36 PM. Members present:
Mark DeArmon
Joe Nocera
Hugh Wilkerson
Elmer Nash
Scott Mecredy
Tom Mills

Members absent:
Eddie Price
Chairman Nash asked all members to keep Eddie in their prayers as he has been diagnosed with stage four cancer, and today was his first day of chemotherapy.

Scott Mecredy made a motion to begin the meeting, seconded by Mark DeArmon. Motion passed 5-0.

II. Approval of Agenda
Chairman Nash asked for a motion. Scott Mecredy made a motion to approve the agenda for February 21, 2024, seconded by Mark DeArmon. Motion passed 5-0.

III. Approval of Minutes
a. Draft DDA Meeting Minutes – December 23, 2023
Chairman Nash asked for a motion. Scott Mecredy asked for a motion to approve the draft minutes from December 23, 2023, seconded by Mark DeArmon. Motion passed 5-0.
IV. Old Business
   b. Update – DDA Property
   c. Update – Lilburn Community Improvement District and Lilburn Community Partnership
   d. Update – Development Activities

V. New Business
   1. Approval of 2024 DDA Chairman, Vice Chairman, and Secretary.
      Chairman Nash asked for a motion. Tom Mills made a motion to appoint the following
      individuals to the following seats in 2024:
      Chairman: Elmer Nash
      Vice Chairman: Hugh Wilkerson
      Secretary: Jenny Simpkins and Mike Helton.
      The motion was seconded by Mark DeArmon.
      Motion passed 5-0.

VI. Public Comment
   Llyod Wallace, resident of Townswalk, thanked Councilmember van Maanen for
   participating in the DDA meeting. He thanked the DDA board members for their work. He
   stated that Townswalk, in general, is not totally against the proposed apartments on
   Railroad Avenue... The residents are concerned about the size of the development; not the
   apartments.

   Tim Chappell, representing the team with the LOI with the DDA to redevelop the
   assemblage at First and Main, said hello to the group. He thanked the DDA for their
   continued support of the project as proposed.

VII. Adjournment
   Chairman Nash asked for a motion to adjourn the DDA meeting. Tom Mills made a motion
   to adjourn at 7:47 PM, seconded by Mark DeArmon. Motion passed 5-0.

_________________________________
Elmer Nash, 2024 DDA Chairman

_________________________________
Jenny Simpkins/Mike Helton, 2024 DDA Secretary
TO: Jenny Simpkins
FROM: Mason Zimmerman
DATE: March 21, 2024
RE: Lilburn Main Retail Development

Jenny,

On behalf of Lilburn Railroad, LLC (LR) and Lilburn Main, LLC (LM), I am authorized to provide this framework which connects certain actions pending with our LR entity to certain actions pending with our LM entity.

As you are aware, LM purchased the retail block on Main Street in 2021 for more than $700,000. Since that time LM has invested more than $350,000 into the Property for numerous activities including environmental studies and mitigation, 3 phase retail concept plans for the Property, demolition of existing structures and site preparation, marketing and consulting services and a complete set of architectural and engineering plans ready for permitting for the proposed Phase I retail building. Furthermore, during the holding period we also paid off the acquisition loan and paid costs associated with the retirement of that debt.

On numerous occasions and in numerous ways we have publicly and privately connected pending LR activities to pending LM activities. Therefore, we are willing to once again show our commitment to LM retail subject to the completion of pending LR activities and offer to the Lilburn municipality (i.e. DDA, City or related public entity approved by Seller) ("Lilburn") the option to purchase the LM property under the following draft framework to be contained in a formal Option Agreement:

Property: Old Town Lilburn Main Street Retail assets owned by Lilburn Main, LLC
Seller: Lilburn Main, LLC
Purchaser: Lilburn DDA
Option Purchase Price: $850,000
Option Contingency: The Purchaser’s Option rights shall only vest in the event that:

1. **Lilburn provides all approvals within its various authorities which are required for RangeWater (“RW”) to purchase the LR Property;**
   
a. Tentative Schedule*:
   
   i. City Council
   
   Bond related document approval 4/8/2024
   
   ii. DDA
   
   Bond related document approval 4/17/2024
   
   Bond validation 6/1/2024

2. **RW purchases the LR Property;**
   
a. Tentative Schedule*:
   
   i. Proposed closing date 11/30/2024

3. **Seller applies for permits and approvals prior to RW’s closing on the LR Property which Seller agrees to do subject to using RW-related earnest money;**
   
a. Tentative Schedule*:
   
   i. Proposed application date 6/3/2024

4. **Seller obtains all permits, approvals and commercial financing necessary to construct Phase I retail development on LM property as currently proposed;**
   
a. Tentative Schedule*:
   
   i. Proposed approval completion date 1/1/2025

5. **Within ninety (90) days of #4 above, subject to Force Majeure and matters outside of Seller’s control, Seller does not commence construction of Phase I retail on the LM property after the satisfaction of events #1-4;**

*Tentative Schedule reflects target dates based on information currently available and generally reflect the aspirations of the parties involved. However, the Option is indexed to the actions described and not the Tentative Schedule dates. Under no circumstances will the Option be triggered if one or more of the Tentative Schedule dates or not met.
In the event that all such conditions are **not** met, the Option proposed shall be null and void. In the event that all such conditions **are** met, then Purchaser may exercise its option with written notice and shall purchase the Property on or before forty-five (45) days following notice. Property shall be in as-is condition upon closing. Upon closing Seller agrees to transfer whatever existing rights Seller has to any materials related to the Property without representation or warranties such that Purchaser shall rely only on the representations and warranties provided by the parties that produced such materials.

This document is only a framework to establish the basic terms of an understanding between the parties. The final, enforceable terms shall be contained in an Option Agreement signed by all parties.

Lilburn Main, LLC

Lilburn Railroad, LLC

H. Mason Zimmerman

Accepted:

______________________________
Chair, Lilburn DDA

______________________________
Date