



LAWRENCEVILLE

GEORGIA

DOWNTOWN DEVELOPMENT AUTHORITY AGENDA

Monday, December 16, 2019
6:30 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Approval of Agenda

Approval of Prior Meeting Minutes

Downtown Development Business

- [1.](#) Approval of December 2019 Treasurer's Report
- [2.](#) Discussion of Inter-Governmental Agreement
- [3.](#) HGOR College Corridor Update
- [4.](#) Extension of South Lawn Phase II
- [5.](#) Approval of Bond Resolution
- [6.](#) Approval First Amendment to Hotel & Parking Deck Development Agreement

Mainstreet Business

Other Business

Citizen Comments

Executive Session - Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

1.

AGENDA REPORT
MEETING: DOWNTOWN DEVELOPMENT AUTHORITY
AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Approval of December 2019 Treasurer's Report

Department: Downtown Development Authority

Date of Meeting: Monday, December 16, 2019

Fiscal Impact: \$0

Presented By: Linda Nash

Action Requested: Approval

Summary: Linda Nash will present the December 2019 Treasurer's Report for approval



LAWRENCEVILLE

GEORGIA

2.

AGENDA REPORT
MEETING: DOWNTOWN DEVELOPMENT AUTHORITY
AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Discussion of Inter-Governmental Agreement

Department: Downtown Development Authority

Date of Meeting: Monday, December 16, 2019

Fiscal Impact: \$1,000,000.00

Presented By: Lee Merritt

Action Requested: Discussion of Inter-Governmental Agreement

Summary: Discussion of Inter-Governmental Agreement with the City of Lawrenceville

Attachments/Exhibits:

- Inter-Governmental Agreement with the City of Lawrenceville

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
LAWRENCEVILLE GEORGIA AND THE DOWNTOWN DEVELOPMENT
AUTHORITY OF LAWRENCEVILLE, GEORGIA FOR THE REIMBURSEMENT OF
THE MILLION-DOLLAR FUND**

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the ____ day of _____, 2019, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a municipal corporation in the State of Georgia (the “City”), and the DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “LDDA”), and shall replace and supersede a previous Intergovernmental Agreement between the same parties on the same matter dated March 20, 2014.

W I T N E S S E T H:

WHEREAS, the LDDA has been created pursuant to the provisions of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq.*, as amended (the “Act”), and an activating resolution of the Council of the City of Lawrenceville, duly adopted on November 7, 1983, and is now existing and operating as a public body corporate and politic, and

WHEREAS, the LDDA finds as its purpose in the Act (O.C.G.A. § 36-42-2) the revitalization and redevelopment of the central business district of the City of Lawrenceville and to “develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of this state 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 Lawrenceville.

WHEREAS, the Act (O.C.G.A. § 36-42-8) empowers the LDDA to take actions necessary or convenient to carry out and effectuate its purposes, including actions necessary for the purpose of acquiring, constructing, leasing, financing and selling any “project” in furtherance of the public purpose for which it was created; and

WHEREAS, the Act (O.C.G.A. § 36-42-3(6)) defines “projects” to include the “acquisition, construction, installation, modification, renovation, or rehabilitation of land and interests in land, buildings, structures, facilities or other improvements located or to be located within the downtown development area,” all for the essential public purpose of the development of trade, commerce, industry and employment opportunities in the downtown development area; and

WHEREAS, in order to encourage the development and revitalization of its downtown business district, the Mayor and Council of the City of Lawrenceville duly adopted a resolution on

November 7, 1983 creating the LDDA and designating a geographic area to be known as the downtown development area, which has since been altered from time to time; and

WHEREAS, the City desires to see certain projects completed by and through the LDDA for the purpose of revitalizing and redeveloping the downtown development area, and for the public good and general welfare of the citizens of the City; and

WHEREAS, the City has provided the LDDA with funds to be used solely for the purchase, renovation and re-development of projects related to the properties located within the downtown development area; and

WHEREAS, the parties wish to work cooperatively in the undertakings provided herein for the mutual benefit of the City and the LDDA.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the LDDA do hereby agree as follows:

1. Term. This Agreement shall become effective upon the date of execution and shall continue in effect until the funds are repaid to the City as set forth herein. Notwithstanding the foregoing, in no event shall the term of this Agreement extend past March 19, 2063.
2. City's Obligations. The City has previously transferred to the LDDA an amount not to exceed One Million and No/100 Dollars (\$1,000,000.00) (the "funds") to be used solely for the purchase, renovation and redevelopment of projects related to the properties located within the downtown development area.
3. LDDA's Obligations.
 - a. The LDDA agrees to hold the funds provided under this Agreement in a separate account and to use the funds solely for the purchase, renovation and redevelopment of properties located within the downtown development area. The location and type of account to be used for the funds shall be subject to approval by the City on a yearly basis.
 - b. The LDDA agrees to maintain the funds in a separate account and provide to the City an annual detailed accounting of receipts, assets, and expenditures of such funds within a reasonable time following the close of each fiscal year of the City. This annual detailed accounting shall also include any outstanding indebtedness owed to the LDDA including a schedule of all future principal and interest payments due to the LDDA on the indebtedness. If any funds from the account have been used for the purchase of properties that are being used for public purposes rather than for resale and redevelopment, the LDDA may

request that the City allow replenishment of the fund in an amount equal to the funds expended by the LDDA for the properties that are being used for public purposes. The City may approve such replenishment of the funds by specific action of the City Council provided that the replenishment of the funds shall not cause the balance in the fund to exceed One Million Dollars (\$1,000,000.00), inclusive of property held for resale and liquid assets.

- c. If at any annual detailed accounting, such account has liquid assets in excess of One Million and No/100 Dollars (\$1,000,000.00), such excess shall be paid to the City until such time as the full One Million and No/100 Dollars has been repaid.
 - d. Any funds spent by the LDDA for purposes other than those provided herein shall constitute a breach of this Agreement and these funds shall be immediately repaid to the City.
 - e. Funds provided under this Agreement shall only be used to purchase properties within the downtown development area to encourage redevelopment or distributed under a loan and/or grant program to be developed by the LDDA for the purchase, renovation and revitalization of eligible properties within the downtown development area. The terms of any loan or grant program shall be in compliance with all state and federal laws governing the operation of the LDDA, and approved by specific action of the City Council.
 - f. All repayment of loans from funds provided under this Agreement and all earnings from investments made with funds provided under this Agreement shall be placed in the separate account and used only for the purposes allowed under this Agreement.
- 4. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.
 - 5. Entire Agreement. This Agreement expresses the entire understanding and agreement between the parties hereto.
 - 6. Severability. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.
 - 7. 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.

8. Amendments or Modifications. No waiver, amendment, release, or modification of this Agreement shall be effective unless made in writing and executed by both parties hereto.

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
Judy Jordan Johnson, Mayor

Attest _____
Karen Pierce, City Clerk

**DOWNTOWN DEVELOPMENT
AUTHORITY OF LAWRENCEVILLE,
GEORGIA**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(AUTHORITY SEAL)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: HGOR College Corridor Update

Department: Downtown Development Authority

Date of Meeting: Monday, December 16, 2019

Fiscal Impact: \$10,000

Presented By: Lee Merritt

Action Requested: HGOR College Corridor Update

Summary: HGOR College Corridor Update



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Extension of South Lawn Phase II

Department: Downtown Development Authority

Date of Meeting: Monday, December 16, 2019

Fiscal Impact: \$0

Presented By: Lee Merritt

Action Requested: Discussion Extension of South Lawn Phase II

Summary: Discussion Extension of South Lawn Phase II



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Approval of Bond Resolution

Department: Downtown Development Authority

Date of Meeting: Monday, December 16, 2019

Fiscal Impact: \$0

Presented By: Lee Merritt

Action Requested: Approval of Bond Resolution

Summary: Approval of Bond Resolution



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item:	Approval First Amendment to Hotel & Parking Deck Development Agreement
Department:	Downtown Development Authority
Date of Meeting:	Monday, December 16, 2019
Fiscal Impact:	\$0
Presented By:	Lee Merritt
Action Requested:	Approval First Amendment to Hotel & Parking Deck Development Agreement

Summary: Approval First Amendment to Hotel & Parking Deck Development Agreement

Attachments/Exhibits:

- First Amendment to Hotel & Parking Deck Development Agreement

**FIRST AMENDMENT TO HOTEL & PARKING DECK
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO HOTEL & PARKING DECK DEVELOPMENT AGREEMENT (the "First Amendment"), is made this ____ day of November, 2019, by and between DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA (as "DDA") and RIO LAWRENCEVILLE, LLC (as "Rio").

W I T N E S S E T H :

WHEREAS, DDA and Rio did execute and deliver that certain Hotel & Parking Deck Development Agreement (the "Original Agreement"), dated as of April 11, 2019, related to the development of a hotel, convention center and supporting parking deck to be located in Lawrenceville, Georgia.

WHEREAS, DDA and Rio desire to modify and amend the Original Agreement, in the manner and for the purposes herein set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and for Ten and No/100 (\$10.00) and other good and valuable consideration, paid by the parties hereto to one another, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

1. Amendment of Certain Dates for Performance and Delivery. Article 8(d) of the Original Agreement, which Article did provide as follows:

(d) On or before ninety (90) days after the Development Plan Approval Date, RIO agrees to provide a term sheet from one or more lending institutions or financing sources setting forth the terms to lend adequate funds and other evidence acceptable to DDA of RIO's ability to develop the Project. In addition, prior to (90) days after the Development Plan Approval Date, RIO will provide DDA with a reasonably detailed pro forma setting forth the proposed costs and RIO's ability to fund said costs for the development work shown on the Development Plan, as approved pursuant to Section 11(a) hereof.

is hereby deleted in its entirety, and is hereby replaced by the following:

(d) On or before November 22, 2019, RIO agrees to provide a term sheet from one or more lending institutions or financing sources setting forth the terms to lend adequate funds and other evidence acceptable to DDA of RIO's ability to develop the Project. In addition, on or before November 22, 2019, RIO will provide DDA with a reasonably detailed pro forma setting forth the proposed costs and RIO's ability to fund said costs for the development work shown on the Development Plan, as approved pursuant to Section 11(a) hereof. The term sheet shown on Exhibit "A" is acceptable to DDA, for the purposes of this Article 8(d).

2. Amended Development Plan (Schedule). Attached hereto as Exhibit "B" is a replacement preliminary development Plan (Schedule) for the Project, reflecting adjusted dates for the commencement, presentation and completion of the Project.

3. Amendment to Utility Easement. DDA agrees to duly execute and cause to be recorded the Amendment to Easement Agreement that is attached hereto as Exhibit "C", by this reference incorporated herein (or a document materially similar thereto, as determined by Rio), and Rio hereby accepts such document and the recordation thereof, and agrees to be a party thereto.

4. Amendment to Insurance Requirements. Attached hereto as Exhibit "D" is a listing of the insurance requirements for the Project, which shall replace the list of insurance requirements which was attached as Exhibit "G" to the Original Agreement.

5. Definitions. All initially capitalized terms used but not defined herein shall have the meaning ascribed to them in the Original Agreement.

6. Ratification. Except as modified by this First Amendment, the Original Agreement remains in full force and effect. In any conflict between the terms of the Original Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

7. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Delivery by a party hereto of a facsimile or other electronic transmission of this First Amendment executed by such party shall constitute delivery by such party of an original hereof.

DDA:

**DOWNTOWN DEVELOPMENT
AUTHORITY OF LAWRENCEVILLE,
GEORGIA**

By: _____
Name: _____
Title: _____

RIO:

**RIO LAWRENCEVILLE, LLC, a Georgia
limited liability company**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____