AGENDA

Gainesville Work Session
Thursday, July 12, 2018, 9:00 AM
Administration Building, Board Room
300 Henry Ward Way, 3rd Floor
Mayor or Mayor Pro Tem Presides

DEPARTMENT ISSUES

Finance	Resolution: Bond Resolution and IGA for Downtown Parking Garage Expansion and Park Projects Series 2018 Bond	Jeremy Perry
Community Development	**Public Hearing Item for the July 17, 2018 Council Meeting** Request from **Limestone Greenway, LLC** to annex a 33.87± acres tract located on the southwest side of the intersection of Jesse Jewell Parkway and Limestone Parkway (a/k/a **0 and 2065 Limestone Parkway**) and to establish zoning as Planned Unit Development (P-U-D). **Ward Number: Two**. Tax Parcel Number(s): 00-082-003-001 (Part). **Request: Commercial Uses**.	Matt Tate

CITY MANAGER ISSUES

MAYOR/COUNCIL ISSUES

	Appointment(s): Historic Preservation Commission	Danny Dunagan
	Ex-Officio Report(s)	

CITY ATTORNEY ISSUES

	Resolution: Issuance of Tax-Exempt Multifamily Housing Revenue Bonds by the Housing Authority of Savannah on behalf of the City of Gainesville Housing Authority benefiting Westlake Linwood Housing Partners LP	Abb Hayes

CITY CLERK ISSUES

	Resolution: Special Election Referendum Question to Extend the Sale of Alcoholic Beverages for Consumption on the Premises on Sundays	Denise Jordan

EXECUTIVE SESSION

ADJOURNMENT

Final: Tuesday, July 10, 2018, 8:37 AM

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/3/2018

Presenter: Jeremy Perry

Item of Business: Resolution: Bond Resolution and IGA for Downtown Parking Garage Expansion and Park Projects Series 2018 Bond

Meeting Date: 7/12/2018

Purpose of Request:
To approve, authorize, and provide for the execution and delivery of the intergovernmental agreement with the Gainesville Redevelopment Authority. Also, to authorize the Mayor of the City of Gainesville to execute agreements, documents, and certificates necessary for the issuance of the Downtown Parking Garage Expansion and Park Projects Series 2018 Bond.

History/Background:
On May 1, 2018, the Governing Body of the City approved Resolution BR-2018-22 for the reimbursement of costs associated with the Parking Project and the Development Project.

Facts & Issues for Consideration:
The Gainesville Redevelopment Authority will meet prior to the City's Council meeting to adopt the bond resolution, approve pricing, and award bond, subject to City Council approval.

Department Recommendation:
Financial Services recommends the approval of the Bond Resolution, along with the Intergovernmental Agreement with the Gainesville Redevelopment Authority.

Department Director:
Jeremy Perry

If funding is involved, are funds approved within the current budget?
N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
🗋	Bond Resolution and IGA for Downtown Parking Garage Expansion and Park Projects Series 2018 Bond	Resolution
🗋	Intergovernmental Agreement with GRA (Series 2018 Bond)	Contract/Agreement/MOU

RESOLUTION BR-2018-____

A RESOLUTION TO APPROVE, AUTHORIZE AND PROVIDE FOR THE EXECUTION AND DELIVERY OF THAT CERTAIN INTERGOVERNMENTAL AGREEMENT, DATED AS OF AUGUST 1, 2018, TO BE EFFECTIVE AS OF THE DATE OF ISSUANCE AND DELIVERY OF THE GAINESVILLE REDEVELOPMENT AUTHORITY REVENUE BOND (DOWNTOWN PARKING GARAGE EXPANSION AND PARK PROJECTS), SERIES 2018 (TAXABLE), BY AND BETWEEN THE CITY OF GAINESVILLE AND THE GAINESVILLE REDEVELOPMENT AUTHORITY; TO AUTHORIZE THE MAYOR OF THE CITY OF GAINESVILLE TO EXECUTE SUCH AGREEMENTS, DOCUMENTS AND CERTIFICATES AS MAY BE NECESSARY TO ACCOMPLISH THE FOREGOING; AND FOR OTHER PURPOSES:

WHEREAS, the City of Gainesville, Georgia (the "City") is a municipal corporation of the State of Georgia, legally created and validly existing under the laws of the State of Georgia; and

WHEREAS, the Gainesville Redevelopment Authority (the "Authority") has heretofore been created pursuant to the Gainesville Redevelopment Authority Act (Ga. Laws 1978 p. 4440 *et seq.* as amended by Ga. Laws 1980 p. 2024 *et seq.,* as continued by Ga. Laws 1987 p. 3637 *et seq.* and as further amended by Ga. Laws 1999 p. 4697 *et seq.*, (the "Act")), and the Authority is deemed to be a political subdivision of the State of Georgia and a public corporation thereof, which Authority has been duly activated and organized and its members are now performing their duties and are serving in the furtherance of the purpose for which the Authority was created; and

WHEREAS, pursuant to the Act, the Authority is empowered to "...acquire, construct, own, repair, add to, extend, improve, equip, operate, maintain and manage projects…"; and

WHEREAS, pursuant to the Act, project means "… any undertaking of the Authority in connection with the redevelopment, revitalization or development of urban, central city or other areas within the project areas …"; and project areas are "… those urban, central city or other areas within the City limits of the City of Gainesville, Georgia selected by the Authority for redevelopment, development or improvement pursuant to…[the] Act"; and

WHEREAS, under the Act, the Authority may finance public improvements of all kinds for public or private use, and the 2018 Project (hereinafter defined) constitutes public improvements for public and private use; and

WHEREAS, pursuant to the Act, the Authority is authorized to issue revenue bonds to finance, in whole or in part, the costs of any project of the Authority, and to pay expenses necessary to accomplish the foregoing; and

WHEREAS, in furtherance of the purposes for which it was created, the Authority, pursuant to a Bond Resolution adopted on April 15, 2009, as supplemented on May 14, 2009 (the "2009 Bond Resolution") and a Trust Indenture, dated as of May 1, 2009, has previously issued $6,230,000 in aggregate principal amount of its "Gainesville Redevelopment Authority Revenue Bonds (Downtown Parking Garage Project), Series 2009A" (the "Series 2009A Bonds"), in order to finance the acquisition, construction, installation and equipping of a parking deck located adjacent to the Brenau Downtown Center at 301 Main Street SW, in the City of Gainesville, Georgia (the "Original Parking Garage Project"), and to pay costs of issuance of the Series 2009A Bonds; and

WHEREAS, in connection with the issuance of the Series 2009A Bonds, the Authority and the City entered into an Intergovernmental Installment Sale Agreement, dated as of May 1, 2009 (the "2009 Installment Sale Agreement"), pursuant to the terms of which the Authority agreed, among other things, to construct the Original Parking Garage Project and the City agreed to make payments sufficient to enable the Authority to pay debt service on the Series 2009A Bonds; and

WHEREAS, pursuant to the 2009 Installment Sale Agreement and a limited warranty deed, the City conveyed title to the land on which the Original Parking Garage Project was to be constructed to the Authority, and the Authority is the current owner of fee simple title to the Original Parking Garage Project; and

WHEREAS, after careful study and investigation, the City has determined that it is in the best interests of the citizens and residents of the City that there be acquired, constructed, equipped and installed two additional floors to the Original Parking Garage Project and that a pocket park be constructed, installed and equipped adjacent to the Original Parking Garage Project (as more specifically defined in the hereafter defined Agreement, the "2018 Project") and that it is desirable for the Authority to finance the 2018 Project, all in accordance with and in furtherance of the City's powers and the public purposes for which the Authority was created; and

WHEREAS, the Authority, after its own independent study and investigation, has determined that the 2018 Project will further the purposes for which the Authority was created; and

WHEREAS, to finance the 2018 Project, pursuant to a Bond Resolution adopted on July 17, 2018 (the "Bond Resolution"), the Authority has authorized the issuance and sale of $[Principal Amount] in principal amount of "Gainesville Redevelopment Authority Revenue Bond (Downtown Parking Garage Expansion and Park Projects), Series 2018 (Taxable)" (the "Series 2018 Bond"); and

WHEREAS, Article IX, Section 3, Paragraph 1 of the Constitution of the State of Georgia of 1983 authorizes intergovernmental contracts between any ". . . county, municipality, school district or political subdivision of the state . . . with each other or any other public agency, public corporation, or public authority for joint services, for the provision of services or for joint or separate use of facilities or equipment, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide"; and

WHEREAS, pursuant to the Act, the Charter of the City and the laws of the State of Georgia, the City and the Authority are authorized to operate and maintain parking facilities and parks, such as the facilities to be provided by the 2018 Project; and

WHEREAS, pursuant to the Act, the Authority is authorized to make contracts and to execute all instruments necessary or convenient, including with municipalities and political subdivisions of the State of Georgia, upon such terms and for such purposes as may be deemed advisable for a term not exceeding 50 years; and

WHEREAS, the Authority and the City propose to enter into an Intergovernmental Agreement, dated as of August 1, 2018 (the "Agreement"), pursuant to which the Authority will agree, among other things, to issue the Series 2018 Bond to finance the costs of the 2018 Project; and in consideration therefor, the City will agree, among other things, to maintain, operate and insure the 2018 Project, and to make payments to the Authority for such services and in such amounts sufficient to enable the Authority to pay, when due, the principal of, prepayment premium, if any, and interest on the Series 2018 Bond and other amounts due under the Bond Resolution and pledge its full faith and credit and taxing power to the extent necessary to make the payments required by the Agreement, and a form of the Agreement is attached hereto as Exhibit A; and

WHEREAS, the Series 2018 Bond was offered for sale pursuant to competitive bid by PFM Financial Advisors LLC, as financial advisor to the City (the "Financial Advisor"), pursuant to a Request for Proposal, dated _____________, 2018 (the "Request for Proposal"), and the Authority and the City received bids on ___________, 2018;

WHEREAS, the bid of a responsible bidder resulting in the lowest true interest cost to the City and within the parameters set forth in the Bond Resolution (the "Winning Bid") was submitted by _____________, ________, Georgia (the "Purchaser"), and a copy of the Winning Bid is attached to this Resolution as Exhibit B and incorporated herein by reference; and

WHEREAS, the City wishes to proceed with the ratification and authorization of the sale of the Series 2018 Bond by competitive sale and the Request for Proposal and acceptance of the Winning Bid of the Purchaser for the Series 2018 Bond, to proceed with the ratification and authorization of the sale of the Series 2018 Bond and to provide for the execution and delivery of the Agreement and the Series 2018 Bond in accordance with the terms of the Request for Proposal and this Resolution; and

WHEREAS, the Purchaser has offered to purchase the Series 2018 Bond at a purchase price equal to 100 percent of the principal amount, and the sale of the Series 2018 Bond at such price will provide the City with sufficient funds to finance the cost of the overall undertaking now contemplated by the City; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Gainesville, and it is hereby resolved by authority of same, that the City enter into the Agreement with the Authority, and the Agreement, having been read and carefully considered, be and the same is hereby approved and the Mayor of the City be and is hereby authorized and directed to execute the Agreement and the City Clerk of the City is hereby authorized and directed to attest same and impress the official seal of the City thereon and the Agreement shall be in substantially the form attached hereto, marked Exhibit A and, by this reference thereto, incorporated herein and made a part hereof, all subject to such changes, insertions or deletions as may be required to accomplish the undertaking authorized and contemplated by this Resolution, as the same may be approved by the Mayor of the City and upon the execution thereof by the parties thereto, the Agreement shall be duly recorded in the permanent records of the City.

BE IT FURTHER RESOLVED by the authority aforesaid and it is hereby resolved by authority of same, that the City, as required by the Act, hereby approves the 2018 Project and financing by the Authority of the 2018 Project and the issuance by the Authority of $__________ principal amount of the Series 2018 Bond, and ratifies the solicitation of bids and the use of the Request for Proposal for the sale of the Series 2018 Bond. The bid submitted by the Purchaser to purchase the Series 2018 Bond attached hereto as Exhibit B is hereby accepted, and all other bids so received are hereby rejected, and the actions of the Chief Financial Officer, for and on behalf of the City, are hereby ratified and approved relating to his earlier notification to all bidders of the acceptance and rejection of such bids by the City. The purchase price of the Series 2018 Bond is equal to $___________________. The principal amount of the Series 2018 Bond, the interest rate on the Series 2018 Bond and the applicable optional and mandatory prepayment provisions applicable thereto are set forth on Exhibit C.

BE IT FURTHER RESOLVED, by the authority aforesaid and it is hereby resolved by authority of the same, that the City, as required by the Act, hereby determines that the Authority should be permitted to make capital expenditures with respect to the 2018 Project, that the 2018 Project is not an industrial use and the financing of the 2018 Project is an undertaking which the Authority is otherwise authorized to undertake, namely, for redevelopment purposes, all for the public purposes for which the Authority was created.

BE IT FURTHER RESOLVED by the authority aforesaid it is hereby resolved by authority of same, that the City hereby consents to the Bond Resolution as adopted by the Authority, agrees to comply with those provisions of the Bond Resolution applicable to the City and acknowledges receipt of an executed copy of the Bond Resolution.

BE IT FURTHER RESOLVED by the authority aforesaid and it is hereby resolved by authority of same, that the Mayor of the City and the proper officers, agents and employees of the City be and are hereby authorized and directed to execute any agreements, certificates, documents or instruments necessary to accomplish the undertaking contemplated hereby for and on behalf of the City, and the Clerk of the City be and is hereby authorized and directed to attest the same and impress the official seal of the City thereon.

BE IT FURTHER RESOLVED by the authority aforesaid and it is hereby resolved by authority of same, that any and all resolutions or parts of resolutions in conflict with this Resolution this day adopted be and the same are hereby repealed, and this Resolution shall be in full force and effect from and after its adoption.

Adopted this _____ day of July, 2018.

____
C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

EXHIBIT A

FORM OF THE INTERGOVERNMENTAL AGREEMENT

EXHIBIT B

WINNING BID

EXHIBIT C

TERMS OF SERIES 2018 BOND

Maturity Date	Principal Amount	Interest Rate
[November 15], ______	$______________	________%

PREPAYMENT PROVISIONS

The Series 2018 Bond is subject to mandatory prepayment prior to maturity as follows:

Prepayment Date ([November] 15 of the Year)	Principal

The Series 2018 Bond is subject to optional prepayment prior to maturity as follows:

[to be provided].

CITY CLERK'S CERTIFICATE

GEORGIA, HALL COUNTY

I, Denise O. Jordan, City Clerk of the City of Gainesville, DO HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of a resolution adopted by the governing body of the City of Gainesville at an open public meeting duly called in accordance with all requirements of applicable law (including notice requirements) and lawfully assembled at 5:30 p.m., on July 17, 2018, at which a quorum was present and acting throughout, pertaining to the execution of an Intergovernmental Agreement, dated as of August 1, 2018, between the City and the Gainesville Redevelopment Authority, and the issuance of $____________ principal amount of Gainesville Redevelopment Authority Revenue Bond (Downtown Parking Garage Expansion and Park Projects), Series 2018 (Taxable), the original of said resolution being duly recorded in the Minute Book of said Council, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the City of Gainesville, Georgia, this ______ day of July, 2018.

____
City Clerk

[SEAL]

GAINESVILLE REDEVELOPMENT AUTHORITY
(a public body corporate and politic created and
existing under the laws of the State of Georgia)

And

CITY OF GAINESVILLE, GEORGIA
(a municipality created and
existing under the laws of the State of Georgia)

INTERGOVERNMENTAL AGREEMENT

Dated as of August 1, 2018

THE RIGHTS AND INTEREST OF THE GAINESVILLE REDEVELOPMENT AUTHORITY IN THIS INTERGOVERNMENTAL AGREEMENT AND THE REVENUES AND RECEIPTS DERIVED THEREFROM, EXCEPT FOR ITS UNASSIGNED RIGHTS, AS DEFINED HEREIN, HAVE BEEN COLLATERALLY ASSIGNED AND PLEDGED TO THE BONDHOLDER PURSUANT TO A BOND RESOLUTION ADOPTED BY THE MEMBERS OF THE GAINESVILLE REDEVELOPMENT AUTHORITY ON JULY 17, 2018.

AGREEMENT

TABLE OF CONTENTS

(This Table of Contents is not a part of the Agreement
and is only for convenience of reference.)

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT**, dated as of August 1, 2018 (this "Agreement"), by and between the Gainesville Redevelopment Authority (the "Authority"), a public body corporate and politic created and existing under the laws of the State of Georgia, and the City of Gainesville, Georgia (the "City"), a municipality existing under the laws of the State of Georgia;

W I T N E S S E T H:

WHEREAS, the Authority desires to finance the acquisition, construction, equipping and installation of the 2018 Project, as hereinafter defined, and the City desires to provide additional parking facilities and park facilities for the citizens of the City and to operate and maintain the 2018 Project, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, the Authority is authorized under the Constitution and laws of the State of Georgia, including in particular the Intergovernmental Contracts Clause, the Act, the Revenue Bond Law and the Bond Resolution to enter into this Agreement for the purposes set forth herein (all such capitalized terms being hereafter defined or defined in the Bond Resolution); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Georgia, including in particular its Charter, the Intergovernmental Contracts Clause and the Revenue Bond Law to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01. Definitions. Capitalized terms used in this Agreement (including the preamble) but not defined herein shall have the meanings assigned to them in the Bond Resolution. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined:

"Agreement" means the within Intergovernmental Agreement between the Authority and the City, as the same may be amended from time to time in accordance with the provisions hereof.

"Agreement Payments" means the payments made by the City to or for the account of the Authority pursuant to Section 5.03(a) of this Agreement.

"Authorized Authority Representative" means the person designated to act on behalf of the Authority by written certificate furnished to the City, the Sinking Fund Custodian and the Project Fund Depository, containing the specimen signature of such person and signed on behalf of the Authority by its Chairman or Vice Chairman. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

"Authorized City Representative" means the person designated to act on behalf of the City by written certificate furnished to the Authority, the Sinking Fund Custodian and the Project Fund Depository, containing the specimen signature of such person and signed on behalf of the City by its Mayor or other person authorized by resolution of the governing body of the City. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

"Bond Documents" means, collectively, this Agreement and the Bond Resolution.

"Bond Purchaser" means ______________________________, and its permitted transferees.

"Bond Resolution" means the resolution adopted by the Governing Body of the Authority on July 17, 2018, authorizing the issuance of the Series 2018 Bond and the security therefor, as the same may be supplemented from time to time in accordance with the terms of the Bond Resolution.

"Completion Date" means the date of completion of the acquisition, construction, equipping and installation of the Project, as that date shall be certified as provided in Section 4.06 hereof.

"Construction Contracts" means the contracts between the City and the general contractors for the construction of the 2018 Project and the contracts between the City and suppliers of materials and equipment for the 2018 Project.

"Costs of the 2018 Project" means those costs and expenses in connection with the acquisition, construction, equipping, and installation of the 2018 Project permitted by Section 4.03 hereof to be paid or reimbursed from proceeds of the Series 2018 Bond.

"Event of Default" means any event specified in Section 8.01 of this Agreement.

"Fiscal Year" means any period of 12 consecutive months adopted by the City as its fiscal year for financial reporting purposes and shall initially mean the period beginning on July 1 of each calendar year and ending on June 30 of the next calendar year.

"Home Office Payment Agreement" means a home office payment agreement between the Authority, the City and the Holder of the Series 2018 Bond as described in Section 209 of the Bond Resolution.

"Intergovernmental Contracts Clause" means Article IX, Section III, Paragraph I of the Constitution of the State of Georgia.

"Lien" means any mortgage or pledge of or security interest in or lien, charge, or encumbrance on the Project.

"Original Parking Garage Project" means a parking deck located adjacent to the Brenau Downtown Center at 301 Main Street SW, in the City of Gainesville, Georgia, title to which is held by the Authority and the acquisition, construction, installation and equipping of which was financed with proceeds of the Series 2009A Bonds.

"Plans and Specifications" means the detailed plans and specifications for the construction of the 2018 Project prepared by architects and engineers acceptable to the City, as amended from time to time by the City, a copy of which is or will be on file with the City.

"**Project**" means the Original Parking Garage Project and the 2018 Project.

"Revenue Bond Law" means the Revenue Bond Law of the State of Georgia, (O.C.G.A. Section 36-82-60 *et seq.*), as amended from time to time.

"Series 2009A Bonds" means $6,230,000 original aggregate principal amount of "Gainesville Redevelopment Authority Revenue Bonds (Downtown Parking Garage Project), Series 2009A" issued by the Authority to finance the Original Parking Garage Project.

"**Series 2018 Bond"** means the revenue bond designated "Gainesville Redevelopment Authority Revenue Bond (Downtown Parking Garage Expansion and Park Projects), Series 2018 (Taxable)" dated the date of its issuance and delivery in the principal amount of $________________ to be issued pursuant to the Bond Resolution, and any bond issued in substitution or exchange therefor.

"**2018 Project**" means the acquisition, construction, equipping and installation of two additional floors to the Original Parking Garage Project and the construction, installation and equipping of a pocket park adjacent to the Original Parking Garage Project, as more particularly described in <u>Exhibit A</u> hereto.

"2009A Installment Sale Agreement" means the Intergovernmental Installment Sale Agreement, dated as of May 1, 2009, between the Authority and the City pursuant to the terms of which the Authority agreed, among other things, to construct the Original Parking Garage Project and the City agreed to pay certain amounts sufficient to enable the Authority to pay debt service on the Series 2009A Bonds.

Section 1.02. Construction of Certain Terms. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(1) The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

(2) "This Agreement" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more agreements supplemental hereto entered into pursuant to the applicable provisions hereof.

(3) All references in this instrument to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this instrument. The words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or other subdivision.

(4) The terms defined in this Article shall have the meaning assigned to them in this Article and include the plural as well as the singular.

(5) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants, on and as of the date of this instrument.

Section 1.03. Table of Contents; Titles and Headings. The table of contents, the titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 1.04. Contents of Certificates or Opinions. Every certificate or opinion with respect to the compliance with a condition or covenant provided for in this Agreement shall include: (i) a statement that the person or persons making or giving such certificate or opinion have read such covenant or condition and the definitions herein relating thereto, (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based, (iii) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with, and (iv) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate or opinion made or given by an official of the Authority or the City may be based, insofar as it relates to legal or accounting matters, upon a certificate or an opinion of counsel or an accountant, which certificate or opinion has been given only after due inquiry of the relevant facts and circumstances, unless such official knows that the certificate or opinion with respect to the matters upon which his certificate or opinion may be based as aforesaid is erroneous or in the exercise of reasonable care should have known that the same was erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based (insofar as it relates to factual matters with respect to information that is in the possession of an official of the Authority or the City or any third party) upon the certificate or opinion of or representations by an official of the Authority or the City or any third party on whom counsel or an accountant could reasonably rely unless such counsel or such accountant knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous or in the exercise of reasonable care should have known that the same were erroneous. The same official of the Authority or the City, or the same counsel or accountant, as the case may be, need not certify or opine to all of the matters required to be certified or opined under any provision of this Agreement, but different officials, counsel, or accountants may certify or opine to different matters, respectively.

ARTICLE II

REPRESENTATIONS AND UNDERTAKINGS

Section 2.01. Representations by the Authority. The Authority makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Creation and Authority. The Authority is a public corporation of the State of Georgia duly created and validly existing under the laws of the State and specifically the Act. The Authority has all requisite power and authority under the Act, the Intergovernmental Contracts Clause, the Revenue Bond Law and the laws of the State (1) to issue the Series 2018 Bond to finance and refinance the costs of the 2018 Project, (2) to cause the acquisition, construction, equipping and installation of the 2018 Project and (3) to enter into, perform its obligations under, and exercise its rights under this Agreement and the Bond Resolution. The Bond Resolution has been adopted and has not been modified or repealed. The Act authorizes the Authority to issue revenue bonds and use the proceeds thereof for the purpose of paying all or any part of the cost of any "project." A "project" includes any undertaking of the Authority in connection with the redevelopment, revitalization or development of urban, central city or other areas within those urban, central city or other areas within the City limits of the City of Gainesville, Georgia selected by the Authority for redevelopment, development or improvement pursuant to the Act. The Authority is also authorized to finance public improvements of all kinds for public and private use. The Act also authorizes the Authority (1) to make and execute contracts, agreements, and other instruments necessary or convenient to exercise the powers of the Authority or to further the public purpose for which the Authority is created, (2) to contract for any period, not exceeding 50 years, with any political subdivision of the State for the use by such political subdivision of any facilities or services of the Authority, and (3) to acquire, by purchase, any real and personal property of every kind and character in furtherance of the public purpose of the Authority.

The Act authorizes the Authority, as security for repayment of its revenue bonds, to pledge, convey, assign, hypothecate, or otherwise encumber any property of the Authority and to execute any agreement for the sale of its revenue bonds, security agreement, assignment, or other agreement or instrument as may be necessary or desirable, in the judgment of the Authority, to secure any such revenue bonds. The Authority has found that the 2018 Project constitutes a "project" within the meaning of that term as defined in the Act. The Authority has further found that the financing of the 2018 Project is in the best interest of the Authority and in furtherance of its purposes and that the 2018 Project is for the lawful and valid public purposes set forth in the Act.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Authority, after making due inquiry with respect thereto, threatened against or affecting the Authority in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of the Series 2018 Bond, the Bond Resolution, this Agreement, or any agreement or instrument to which the Authority is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Authority aware of any facts or circumstances presently existing which would form the basis for any such actions, suits, or proceedings.

(c) Agreements Are Legal and Authorized. The execution and delivery by the Authority of this Agreement and the Series 2018 Bond, the compliance by the Authority with all of the provisions of each thereof, and the adoption of the Bond Resolution (i) are within the purposes, powers, and authority of the Authority, (ii) have been done in full compliance with the provisions of the Act and have been approved by the Governing Body of the Authority and are legal and will not conflict with or constitute on the part of the Authority a violation of or a breach of or a default under any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Authority is a party or by which the Authority or its properties are otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Authority or any of its activities or properties, and (iii) have been duly authorized by all necessary action on the part of the Authority. This Agreement, the Series 2018 Bond and the Bond Resolution are the legal, valid, binding, and enforceable obligations of the Authority.

(d) Governmental Consents. Neither the nature of the Authority nor any of its activities or properties, nor any relationship between the Authority and any other Person, nor any circumstance in connection with the offer, issue, sale, or delivery of the Series 2018 Bond is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Authority in connection with the execution, delivery, and performance of this Agreement and the Bond Resolution or the consummation of any transaction therein contemplated, or the offer, issue, sale, or delivery of the Series 2018 Bond, except as shall have been obtained or made and as are in full force and effect.

(e) No Defaults. To the knowledge of the Authority, after making due inquiry with respect thereto, no event has occurred and no condition exists that would constitute an event of default under the Bond Resolution or that, with the lapse of time or with the giving of notice or both, would become such an event of default. To the knowledge of the Authority, after making due inquiry with respect thereto, the Authority is not in default or violation in any material respect under the Act or under any organic document or other agreement or instrument to which it is a party or by which it may be bound.

(f) No Prior Pledge. Neither this Agreement nor any of the payments or amounts to be received by the Authority hereunder have been or will be assigned, pledged, or hypothecated in any manner or for any purpose or have been or will be the subject of a grant of a security interest by the Authority other than as provided in the Bond Resolution.

(g) Compliance with Conditions Precedent to the Issuance of the Series 2018 Bond. All acts, conditions, and things required to exist, happen, and be performed precedent to and in the execution and delivery by the Authority of the Series 2018 Bond do exist, have happened, and have been performed in due time, form, and manner as required by law; the issuance of the Series 2018 Bond, together with all other obligations of the Authority, do not exceed or violate any constitutional or statutory limitation, and the revenues, funds, property, and amounts pledged to the payment of the principal of, and premium, if any, and interest on, the Series 2018 Bond, as the same become due, have been calculated to be sufficient in amount for that purpose.

THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE 2018 PROJECT, EXCEPT AS SET FORTH ABOVE.

The Authority makes no representation as to the financial position or business condition of the City and does not represent or warrant as to any of the statements, materials (financial or otherwise), representations or certifications furnished or to be made and furnished by the City in connection with the sale of the Series 2018 Bond, or as to the correctness, completeness or accuracy of such statements.

(h) Disclosure. The representations of the Authority contained in this Agreement and any certificate, document, written statement, or other instrument furnished to the Bond Purchaser by or on behalf of the Authority in connection with the transactions contemplated hereby do not contain any untrue statement of a material fact relating to the Authority and do not omit to state a material fact relating to the Authority necessary in order to make the statements contained herein and therein relating to the Authority not misleading. Nothing has come to the attention of the Authority that would materially and adversely affect or in the future may (so far as the Authority can now reasonably foresee) materially and adversely affect any transactions contemplated by this Agreement and the Bond Resolution, which has not been set forth in writing to the Bond Purchaser or in the certificates, documents, and instruments furnished to the Bond Purchaser by or on behalf of the Authority prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

Section 2.02. Representations by the City. The City makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Creation and Authority. The City is a municipal corporation duly created and validly existing under the laws of the State including the charter of the City (Ga. Laws 2012, p. 4870, *et seq*.), as amended (the "Charter"). The City has all requisite power and authority under the laws of the State, its Charter, and the Revenue Bond Law to enter into, perform its obligations under, and exercise its rights under this Agreement. Pursuant to the Intergovernmental Contracts Clause, the City is authorized to contract for any period not exceeding fifty years with any public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, if such contract deals with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide. Pursuant to the provisions of Article IX, Section II, Paragraph III of the Constitution of the State of Georgia of 1983, municipalities are empowered to provide parking facilities and parks and, therefore, the City is authorized to provide the 2018 Project for its citizens and to levy taxes to provide such facilities and has determined that there is a need for such 2018 Project.

The City has made all findings required by the Act prerequisite to the approval by the Authority of the financing and refinancing of the 2018 Project.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the City, after making due inquiry with respect thereto, threatened against or affecting the City in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the City, or the ability of the City to perform its obligations under this Agreement, or the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement or any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the City aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. The City is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Agreement Is Legal and Authorized. The execution and delivery by the City of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of the City and the Governing Body of the City, (ii) are legal and will not conflict with or constitute on the part of the City a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the City is a party or by which the City or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the City or any of its activities or properties, and (iii) have been duly authorized by all necessary and appropriate official action on the part of the

Governing Body of the City. This Agreement is the valid, legal, binding, and enforceable obligation of the City. The officials of the City executing this Agreement are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the City.

(d) Governmental Consents. Neither the City nor any of its activities or properties, nor any relationship between the City and any other Person, nor any circumstances in connection with the execution, delivery, and performance by the City of its obligations under this Agreement or the offer, issue, sale, or delivery by the Authority of the Series 2018 Bond, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the City in connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, or the offer, issue, sale, or delivery of the Series 2018 Bond, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the City, after making due inquiry with respect thereto, the City will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the City is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the City, after making due inquiry with respect thereto, the City is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound.

(f) Compliance with Law. To the knowledge of the City, after making due inquiry with respect thereto, the City is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the City, and there have been no citations, notices, or orders of noncompliance issued to the City under any such law, ordinance, rule, or regulation.

(g) Restrictions on the City. The City is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise). The City is not a party to any contract or agreement that restricts the right or ability of the City from entering into this Agreement and performing its obligations hereunder.

(h) Disclosure. The representations of the City contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the City to the Authority or the Bond Purchaser in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the City has not disclosed to the Authority or the Bond Purchaser in writing that materially and adversely affects or in the future may (so far as the City can now reasonably foresee) materially and adversely affect the purchase of the 2018 Project by the City or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the City, or the ability of the City to perform its obligations under this Agreement or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Bond Purchaser or in the certificates, documents, and instruments furnished to the Bond Purchaser by or on behalf of the City prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Financial Statements. The balance sheet of the City as of June 30, 2016 and 2017 and the statement of revenues, expenditures, and changes in fund balance and the statement of cash flow for the years ended June 30, 2016 and 2017 (copies of which, audited by Rushton & Company, LLC, independent certified public accountants, have been furnished to the Bond Purchaser) present fairly the financial position of the City as of June 30, 2017, and the results of its operations and its cash flows for the year ended June 30, 2017, with such exceptions as may be disclosed in the audit report. Since June 30, 2017, there has been no material adverse change in the financial position or results of operations or cash flows of the City.

(j) Project Compliance. The 2018 Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the 2018 Project.

Section 2.03. Reliance by Bond Purchaser. The Authority and the City acknowledge and agree that these representations and warranties are made to induce the Bond Purchaser to purchase the Series 2018 Bond, and that such representations and warranties and any other representations and warranties made by the Authority and the City in the Bond Documents are made for the benefit of the Bond Purchaser and may be relied upon by the Bond Purchaser and shall remain operative and in full force and effect (unless expressly waived in writing by the Bond Purchaser), regardless of any investigations made by the Bond Purchaser, or on its behalf, and shall survive delivery of the Series 2018 Bond to the Bond Purchaser.

ARTICLE III

THE 2018 PROJECT; SECURITY; TITLE

Section 3.01. The 2018 Project; Title. The Authority has adopted the Bond Resolution authorizing the issuance of the Series 2018 Bond and agrees that it will proceed with the issuance thereof. The proceeds from the sale of the Series 2018 Bond shall be applied as provided in the Bond Resolution, and the City, through the execution of this Agreement, hereby approves the issuance of the Series 2018 Bond. The Authority shall provide the City a certified copy of the Bond Resolution, which resolution is hereby incorporated by reference. The Authority will cause the 2018 Project to be acquired, constructed, equipped and installed in furtherance of the purposes of the Authority under the Act and the purposes of the City under its Charter, the Intergovernmental Contracts Clause and the Revenue Bond Law in accordance with the provisions of this Agreement. Pursuant to the 2009 Installment Sale Agreement, the City may, from time to time, in its sole discretion and at its own expense, make any additions, modifications or improvements to the Original Parking Garage Project, which it may deem desirable for its business purposes; provided that all such additions, modifications and improvements do not adversely affect the structural integrity of the Original Parking Garage Project.

Title to the Original Parking Garage Project is held in the name of the Authority, and title to the expansion of the Original Parking Garage Project (comprising a portion of the 2018 Project), shall be held in the name of the Authority. Under the terms of the 2009 Installment Sale Agreement, upon the payment of the Series 2009A Bonds, or earlier redemption, title to the Original Parking Garage Project shall be conveyed to the City, which conveyance shall include the 2018 Project. Title to the pocket park component of the 2018 Project shall be held by the City.

Section 3.02. Security for Payments under this Agreement. (a) As security for the payments required to be made and the obligations required to be performed by the City under this Agreement, the City hereby pledges to the Authority its full faith and credit and taxing power for such payment and performance. The City covenants that, in order to make any payments when due from its general funds to the extent required hereunder, it will exercise its power of taxation to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other sources. The City further covenants and agrees that in order to make funds available for such purpose in each Fiscal Year, it will, in its general revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such Agreement Payments and any other payments under the Agreement that may be required to be made hereunder, whether or not any other sums are included in such measure, until all payments so required to be made hereunder shall have been made in full. The obligation of the City to make any payments that may be required to be made from its general funds shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 3.02, then the fiscal officers of the City are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate Fiscal Year the amounts required to pay the obligations that may be due from the general funds of the City. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the City had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the City shall make such Agreement Payments to or for the account of the Authority if for any reason the payment of such obligations shall not otherwise have been made.

(b) The City covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, as now exist and as the same may hereafter be extended, as may be necessary to produce in each year revenues that will be sufficient to fulfill the City's obligations under this Agreement, from which revenues the City agrees to appropriate sums sufficient to pay in full when due all of the City's obligations under this Agreement. Nothing herein contained, however, shall be construed as limiting the right and obligation of the City to make the payments called for by this Agreement out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds).

Section 3.03. Security for the Series 2018 Bond. As security for the payment of the Series 2018 Bond, the Authority has adopted the Bond Resolution. The City hereby assents to the assignment and pledge made in the Bond Resolution and hereby agrees that its obligations to make all payments under this Agreement shall be absolute and shall not be subject to any defense, except payment, or to any right of setoff, counterclaim, or recoupment arising out of any breach by the Authority of any obligation to the City, whether hereunder or otherwise, or arising out of any indebtedness or liability at any time owing to the City by the Authority. The City further agrees that all payments required to be made under this Agreement to the Authority, except for those arising out of Unassigned Rights or as described in Section 5.04 hereof, shall be paid directly to the Sinking Fund Custodian for the account of the Authority for deposit to the Sinking Fund unless a Home Office Payment Agreement shall be in effect in which case all payments shall be paid directly to the Bondholder for the account of the Authority. The Bondholder shall have all rights and remedies herein accorded to the Authority (except for Unassigned Rights), and any reference herein to the Authority shall be deemed, with the necessary changes in detail, to include the Bondholder, and the Bondholder is deemed to be and is a third party beneficiary of the representations, covenants, and agreements of the City herein contained.

Section 3.04. Warranty of Title. The Authority warrants that upon conveyance of the Project to the City in accordance with Section 301 of the 2009 Installment Sale Agreement (a) the City will acquire good and marketable fee simple title to the Project, (b) the City will be the legal and equitable owner of the Project, and (c) the Project will be free from all Liens, adverse claims, security interests, and encumbrances.

ARTICLE IV

THE 2018 PROJECT; ISSUANCE OF THE BOND; PROJECT FUND

Section 4.01. Agreement to Acquire, Construct, Equip and Install the 2018 Project. Promptly following the issuance and sale of the Series 2018 Bond, the Authority will acquire, construct, equip and install the 2018 Project. The Authority hereby authorizes the City, as exclusive agent of the Authority, to acquire, construct, equip and install the 2018 Project. The City agrees (i) that it will exercise the foregoing authorizations given to it by the Authority and (ii) that the 2018 Project has been and will be acquired and constructed without material deviation from the Plans and Specifications. The Authority will enter into, or accept the assignment of, such contracts as the City may request in order to effectuate the purposes of this Section 4.01, but it will not execute any contract unless and until the City shall have approved the same in writing. The City agrees to fulfill the obligations of the Authority under any contract entered into by the Authority at the City's request.

The City covenants to cause the 2018 Project to be constructed without material deviation from the Plans and Specifications and the Construction Contracts and warrants that this will result in facilities suitable for use by the City and that all real and personal property provided for therein is necessary or appropriate in connection with the 2018 Project. The City may make changes in or additions to the Plans and Specifications in its sole discretion. The City agrees that the Authority and its duly authorized agents shall have access to the 2018 Project as may reasonably be necessary to ensure that the City is performing its obligations hereunder. The Authority and its duly authorized agents shall also be permitted, at all reasonable times, to examine the books, records, reports and other papers of the City with respect to the 2018 Project.

Section 4.02. Agreement to Issue the Series 2018 Bond; Application of Proceeds. In order to provide funds to finance the 2018 Project and for the other purposes sets forth in the Bond Resolution, the Authority agrees that it will sell and cause to be issued and delivered to the Bond Purchaser the Series 2018 Bond in the principal amount of $_____________ and shall thereupon deposit in the Project Fund the proceeds derived from the sale of the Series 2018 Bond as provided in Section 401 of the Bond Resolution and will use the moneys deposited in the Project Fund to pay the costs of acquiring, constructing, equipping and installing the 2018 Project and paying costs associated with issuing the Series 2018 Bond.

Section 4.03. Application of Moneys in the Project Fund.

Pursuant to the Bond Resolution, the Project Fund Depository is authorized and directed to use the moneys in the Project Fund as provided in Sections 501 and 502 of the Bond Resolution, and the proceeds of the Series 2018 Bond shall be used for no other purposes.

Section 4.04. Disbursements from the Project Fund. All disbursements from the Project Fund shall be made upon draft, signed by the Authorized City Representative. Each such draft is a representation of the City:

(a) that an obligation in the stated amount has been incurred by the City and that the same is a proper charge against the Project Fund and has not been paid and stating that the bill or statement of account for such obligation, or a copy thereof, is on file in the office of the Bond Purchaser;

(b) that the signer has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(c) that such draft does not represent payment on account of any retained percentages that the Authority is, at the date of any such certificate, entitled to retain.

Section 4.05. Obligation of the Parties to Cooperate in Furnishing Documents; Reliance of the Project Fund Depository. Upon payment of any expenses of the Authority incurred in connection therewith pursuant to Section 5.03(b) hereof, the Authority agrees to cooperate with the City in furnishing to the Project Fund Depository the documents referred to in Section 4.04 hereof that are required to effect payments out of the Project Fund, and the Authority agrees to cause such orders to be directed to the 2018 Project Fund Depository as may be necessary to effect payments out of the Project Fund, in accordance with Section 4.04 hereof. Such obligation of the Authority is subject to any provisions of the Bond Resolution requiring additional documentation with respect to payments and shall not extend beyond the moneys in the Project Fund available for payment under the terms of the Bond Resolution. In making any such payment from the Project Fund, the Project Fund Depository may rely on any such orders and certifications delivered to it pursuant to Section 4.04 hereof.

Section 4.06. Establishment of Completion Date. The Completion Date shall be evidenced to the Project Fund Depository by a certificate of substantial completion listing the items to be completed or corrected, if any, and the amounts to be withheld therefor, signed by the Authorized Authority Representative and the Authorized City Representative stating that, except for amounts retained by the Project Fund Depository for Costs of the 2018 Project not then due and payable, (i) the acquisition, construction, equipping and installation of the 2018 Project have been substantially completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such acquisition, construction, equipping and installation have been paid or provided for, (ii) all other facilities necessary in connection with the acquisition, construction, equipping and installation of the 2018 Project have been constructed, acquired, equipped and installed without material deviation from the Plans and Specifications and all costs and expenses incurred in connection therewith have been paid or provided for, and (iii) certificates of completion, as applicable, for the 2018 Project have been issued by appropriate local governmental authorities. Notwithstanding the foregoing, such certificates may state that they are given without prejudice to any rights against third parties that exist at the date of such certificates or that may subsequently come into being. It shall be the duty of the City to cause the certificates contemplated by this Section 4.06 to be furnished as soon as the acquisition, construction, equipping and installation of the 2018 Project shall have been substantially completed.

Section 4.07. City Required to Pay Project Costs in Event 2018 Project Fund Insufficient. The City and the Authority acknowledge that the moneys in the Project Fund for payment of the Costs of the 2018 Project may not be sufficient to pay the costs thereof in full, and accordingly, the City agrees to complete the acquisition, construction, equipping and installation of the 2018 Project regardless of the sufficiency of the Project Fund therefor, and to pay all that portion of the Costs of the 2018 Project as may be in excess of the moneys available therefor in the Project Fund out of any funds lawfully available to it for such purpose, from whatever source derived. The Authority does not make any warranty, either express or implied, that the moneys which will be paid into the Project Fund and which, under the provisions of this Agreement, will be available for payment of the Costs of the 2018 Project (together with any additional funds provided by the City), will be sufficient to pay all the costs that will be incurred in that connection. The City agrees that, if after exhaustion of the moneys in the Project Fund, the City shall pay any portion of the Costs of the 2018 Project pursuant to the provisions of this Section 4.07, it shall not be entitled to any reimbursement therefor from the Authority, the Project Fund Depository, or the Bondholder, nor shall it be entitled to any diminution or offset of the amounts payable under Section 5.03 hereof.

Section 4.08. Authorized City and Authority Representatives and Successors. The City and the Authority, respectively, shall designate, in the manner prescribed in Section 1.01 hereof, the Authorized City Representative and the Authorized Authority Representative. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

Section 4.09. Enforcement of Remedies by City. The City covenants that it will take such action and institute such proceedings as shall be necessary to cause and require all contractors and subcontractors and material suppliers to complete their contracts diligently in accordance with the terms of such contracts, including, without limitation, the correction of any defective work, with all expenses incurred by the City in connection with the performance of its obligations under this Section 4.09 to be considered part of the Costs of the 2018 Project referred to in Section 4.03 hereof. The Authority agrees that the City may, from time to time, in its own name, or in the name of the Authority, take such action as may be necessary or advisable, as determined by the City, to ensure the construction of the 2018 Project in accordance with the terms of the Construction Contracts and the Plans and Specifications, to ensure the peaceable and quiet enjoyment of the 2018 Project, and to ensure the performance by the Authority of all covenants and obligations of the Authority under this Agreement, with all costs and expenses incurred by the City in connection therewith to be considered as part of the Costs of the 2018 Project referred to in Section 4.03 hereof. All amounts recovered by way of penalties, damages, whether liquidated or actual, refunds, adjustments, or otherwise in connection with the foregoing prior to the Completion Date, less any unreimbursed legal expenses incurred to collect the same, shall be paid into the Project Fund and, after the Completion Date, shall be disbursed pursuant to the provisions of Section 4.03 of this Agreement.

The City covenants that it will take such action and institute such proceedings as shall be necessary to cause and require any manufacturers of and equipment for the 2018 Project and any dealer to fulfill their warranties and contractual responsibilities diligently in accordance with the terms of any purchase and installation contracts, including, without limitation, the correction of any defective parts or workmanship, with all expenses incurred by the City in connection with the performance of its obligations under this Section 4.09 to be considered part of the Costs of the 2018 Project referred to in Section 4.03 hereof. The Authority agrees that the City may, from time to time, take such action as may be necessary or advisable, as may be determined by the City, to ensure the conformity of the equipment for the 2018 Project to the specifications therefor, with all costs and expenses incurred by the City in connection therewith to be considered as part of the Costs of the 2018 Project referred to in Section 4.03 hereof. All amounts recovered by way of penalties, damages, whether liquidated or actual, refunds, adjustments, or otherwise in connection with the foregoing, less any unreimbursed legal expenses incurred to collect the same, shall be paid into the Project Fund and shall be disbursed pursuant to Section 4.03 of this Agreement.

Section 4.10. Investment of Project Fund. Subject to Section 501 of the Bond Resolution and Section 4.07 hereof, any moneys held as a part of the Project Fund shall be invested or reinvested by the Project Fund Depository at the written direction of the Authorized City Representative in such Permitted Investments as may be designated by the City. The Project Fund Depository may make any and all such investments through its own bond or investment department or through its broker-dealer affiliate.

The investments so purchased shall be held by the Project Fund Depository and shall be deemed at all times a part of the Project Fund, and the interest accruing thereon and any profit realized therefrom shall be credited to the Project Fund, and any losses resulting from such investments shall be charged to the Project Fund and paid by the City.

ARTICLE V

AGREEMENT PAYMENT PROVISIONS;
NATURE OF OBLIGATIONS OF CITY

Section 5.01. Term of Agreement. This Agreement shall become effective upon its delivery and shall be in full force and effect until midnight, November 15, ______, subject to the provisions of this Agreement permitting earlier termination (including particularly Article VII hereof), or if all the amounts payable pursuant to Section 5.03 hereof have not been paid or retired, until such date as such payment shall have been made; provided, however, that the covenants and obligations expressed herein to so survive shall survive the termination of this Agreement, but in no event shall the term of this Agreement exceed fifty (50) years.

Section 5.02. Delivery and Acceptance of Possession. The Authority agrees that the City shall have sole and exclusive possession, subject to any future leases, and use of the 2018 Project promptly following execution and delivery of this Agreement, and the City will accept possession and use of the 2018 Project. The Authority covenants and agrees that it shall not take any action to prevent the City or its lessees, easement holders or assigns, from having quiet and peaceable possession and enjoyment of the 2018 Project, subject to any future leases or agreements, during the term of this Agreement and shall, at the request of the City and at the cost of the City, cooperate with the City in order that the City may have quiet and peaceable possession and enjoyment of the 2018 Project, to the extent that such cooperation shall be subject to any future leases or agreements relating to the 2018 Project.

Section 5.03. Agreement Payments and Other Amounts Payable. (a) Until the principal of, and premium, if any, and interest on, the Series 2018 Bond shall have been fully paid, the City shall pay the Agreement Payments in installments to the Sinking Fund Custodian for the account of the Authority, on or before May 15, 2019, and on or before each [May 15 and November 15] thereafter, to and including [November 15], _____, in an amount equal to the amount payable on each such date as principal of, and premium, if any, and interest on, the Series 2018 Bond, as provided in the Bond Resolution. Each Agreement Payment under this Section due on an interest or principal payment date or mandatory prepayment date until the Series 2018 Bond is fully paid or payment is provided therefor in accordance with the Bond Resolution, shall in all events be sufficient, after giving credit for funds held in the Sinking Fund available for such purpose, to pay the total amount of interest, principal, and prepayment premium, if any, payable on the Series 2018 Bond on the principal or interest payment date or on the mandatory prepayment date. Further, if the amount held by the Sinking Fund Custodian in the Sinking Fund should be sufficient to pay at the times required the principal of, prepayment premium, if any, and interest on the Series 2018 Bond then remaining unpaid, the City shall not be obligated to make any further payments under the provisions of this Section. Any Agreement Payment shall be reduced and need not be made to the extent that there are moneys in the Sinking Fund in excess of the amount required for the payment of the Series 2018 Bond theretofore matured or called for prepayment, the amount required for the payment of interest for which checks or drafts have been mailed by or on behalf of the Authority, and past due interest in all cases where Series 2018 Bond has not been presented for payment. Any Agreement Payment not received by the Sinking Fund Custodian when due shall continue as an obligation of the City until paid and shall bear interest at the rate of interest on the Series 2018 Bond to which such Agreement Payment relates.

(b) The City agrees to pay all reasonable out-of-pocket costs and expenses of the Authority, the Project Fund Depository, the Sinking Fund Custodian, the Bond Registrar and the Paying Agent incurred in connection with their negotiation, structuring, documenting, and closing of the Series 2018 Bond, including, without limitation, the reasonable fees and disbursements of counsel for the Authority, counsel for the City, counsel for the Bond Purchaser and Bond Counsel. The City agrees to pay all reasonable out-of-pocket costs and expenses of the Authority, the Project Fund Depository and the Sinking Fund Custodian incurred in connection with their administration or modification of, or in connection with the preservation of their rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Bond Document or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Authority, counsel for the Project Fund Depository and counsel for the Sinking Fund Custodian.

Such additional payments shall be billed directly to the City by the parties incurring such expenses or to the City by the Authority, from time to time, together with a statement certifying that the amount billed has been incurred or paid by such party for one or more of the above items. Amounts so billed shall be paid by the City within thirty (30) days after receipt of the bill by the City.

(c) The City will also pay all costs of operating, maintaining and insuring the 2018 Project and any taxes or governmental charges of any kind whatsoever that may levied against the 2018 Project. The City acknowledges that the Authority is not obligated to pay any obligations with respect to the 2018 Project and that the City shall pay all reasonable and valid obligations with respect to the 2018 Project.

(d) The City will also pay any costs payable for transfers of the Series 2018 Bond and the expenses for printing any temporary Series 2018 Bond.

(e) In the event the City or the Authority shall fail to make any of the payments required in this Section 5.03, the item or installment so in default shall continue as an obligation of the City or the Authority, as the case may be, until the amount in default shall have been fully paid.

Section 5.04. Place of Agreement Payments. The Agreement Payments provided for in Section 5.03(a) hereof shall be paid in lawful money of the United States of America directly to the Sinking Fund Custodian for the account of the Authority and shall be deposited in the Sinking Fund or, if a Home Office Payment Agreement is in place, directly to the Bondholder. The payments to be made pursuant to Section 5.03(b), (c) and (d) hereof shall be paid directly to the Authority, a party providing services or insurance with respect to the 2018 Project, the Project Fund Depository, the Bondholder, the Sinking Fund Custodian, the Bond Registrar or the Paying Agent, as appropriate, for its own respective use.

Section 5.05. Nature of Obligations of City Hereunder. (a) The obligations of the City to make the payments required in Section 5.03 hereof and other sections hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the City and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim, except payment, it may otherwise have against the Authority. The City agrees that it shall not (i) suspend, abate, reduce, abrogate, diminish, postpone, modify, or discontinue any payments provided for in Section 5.03 hereof, (ii) fail to observe any of its other agreements contained in this Agreement, or (iii) except as provided in Article VII hereof, terminate its obligations under this Agreement for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of the City to acquire the 2018 Project on behalf of the Authority, failure of the City to occupy, to use or to lease the 2018 Project as contemplated in this Agreement or otherwise, any change or delay in the time of availability of the 2018 Project, any acts or circumstances that may impair or preclude the use, possession or lease of the 2018 Project, any defect in the title, design, operation, merchantability, fitness, or condition of the 2018 Project or in the suitability of the 2018 Project for the City's purposes or needs, failure of consideration, any declaration or finding that the Series 2018 Bond is unenforceable or invalid, the invalidity of any provision of this Agreement, any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to the 2018 Project, the taking by eminent domain of title to or the use of all or any part of the 2018 Project, failure of the Authority's title to the 2018 Project or any part thereof, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or in the rules or regulations of any governmental authority, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement.

(b) Nothing contained in this Section 5.05 shall be construed to release the Authority from the performance of any of the agreements on its part herein contained. In the event the Authority should fail to perform any such agreement on its part, the City may institute such action against the Authority as the City may deem necessary to compel performance so long as such action does not abrogate the City's obligations hereunder. The Authority hereby agrees that it shall not take or omit to take any action that would cause this Agreement to be terminated. The City may, however, at its own cost and expense and in its own name or in the name of the Authority, prosecute or defend any action or proceeding or take any other action involving third persons that the City deems reasonably necessary in order to secure or protect its right of possession, occupancy, and use hereunder, and in such event the Authority hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Authority in any such action or proceeding if the City shall so request, all at the expense of the City.

Section 5.06. City's Obligations in the Bond Resolution. The City agrees to perform all of its obligations (and those applicable to it as the Authority's agent and assignee) under, and to comply with all of the terms of, the Bond Resolution.

ARTICLE VI

ADDITIONAL COVENANTS

Section 6.01. Access to the 2018 Project.

The City agrees that the Authority and its duly authorized agents shall have such rights of access to the 2018 Project as may be reasonably necessary to ensure that the City is performing its obligations hereunder.

Section 6.02. Further Assurances and Corrective Instruments. The Authority and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

Section 6.03. Authority and City Representatives. Whenever under the provisions of this Agreement the approval of the Authority or the City is required or the Authority or the City is required to take some action at the request of the other, such approval or such request shall be given for the Authority by its Authorized Authority Representative and for the City by its Authorized City Representative.

Section 6.04. Books and Records. The City agrees that it will keep accurate records and accounts of all items relating to the 2018 Project. Such records and accounts shall be open to the inspection of the Authority at reasonable times and upon reasonable request.

Section 6.05. Annual Budgets, Financial Statements and Other Information.

Commencing with the City's first Fiscal Year commencing after the date of execution and delivery of this Agreement, the City shall furnish to the Authority and the Bondholder copies of each annual budget of the City within 30 days after the adoption of the budget by its Governing Body. The covenants on the part of the City herein contained shall be deemed to be and shall be construed to be duties imposed by law.

During the term of this Agreement, the City shall provide the Authority and the Bondholder annually, by the first day of the seventh month after the end of each Fiscal Year (currently January 1), its basic financial statements for each Fiscal Year, with comparative totals for the preceding Fiscal Year, which basic financial statements shall be accompanied by an audit report resulting from an audit conducted by an independent certified public accountant or firm of independent certified public accountants. The City shall also provide to the Bondholder any additional information or operating reports reasonably requested by the Bondholder.

During the term of this Agreement, the City shall promptly notify the Bondholder of any material adverse change in the financial condition of the City and furnish to the Bondholder whatever information on the City's financial condition that the Bondholder may reasonably require.

Section 6.06. Release and Indemnification Covenants. (a) To the extent permitted by the Constitution and the laws of the State of Georgia, the City hereby agrees to release the Authority from and to indemnify the Authority for any and all liabilities and claims against the Authority arising out of or as a result of the entering into of the Bond Documents or any transaction contemplated thereby or hereby (but not including any acts or omissions of the indemnified party) or the conduct or management of the 2018 Project, or from any work or thing done on or with respect to the 2018 Project, or the financing of the 2018 Project, including without limitation, (i) any condition of the 2018 Project, (ii) any breach or

Default on the part of the City in the performance of any of its obligations under this Agreement, (iii) any act or negligence of the City or of any of its agents, contractors, servants, employees, licensees, lessees or sublessees or (iv) any act or negligence of any assignee, lessee or sublessee of the City, or of any agents, contractors, servants, employees or licensees of any assignee, lessee or sublessee of the City or (v) any material statement or omission by the City in connection with the sale of the Series 2018 Bond. Upon notice from the Authority, the City shall defend the Authority at the City's expense in any such action or proceeding. In addition, to the extent permitted by law, the City agrees to release the Project Fund Depository, the Sinking Fund Custodian, the Paying Agent, and the Bond Registrar and shall indemnify and hold them harmless against any loss, liability or other expense incurred without gross negligence or bad faith on the part of the Project Fund Depository, the Sinking Fund Custodian, the Paying Agent, or the Bond Registrar arising out of or in connection with the acceptance or administration of the duties of the Project Fund Depository, the Sinking Fund Custodian, the Paying Agent, or the Bond Registrar under the Bond Resolution, including the costs and expenses of defending against any such claim or liability.

(b) Any one or more of the parties indemnified in this Section 6.06 shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such parties unless the employment of such counsel has been specifically authorized by the City.

(c) Notwithstanding the foregoing provisions of this Section 6.06, the City shall not indemnify the Authority, the Project Fund Depository, the Sinking Fund Custodian, the Paying Agent or the Bond Registrar for any claim or loss arising as a result of the gross negligence or willful misconduct of the Authority, the Project Fund Depository, the Sinking Fund Custodian, the Paying Agent, or the Bond Registrar, or for any claim that the City is prohibited by law from providing indemnification to such party.

(d) For purposes of this Section 6.06, all references to the Authority, the Project Fund Depository, the Sinking Fund Custodian, the Paying Agent, and the Bond Registrar shall include its present and future directors, officers, members, agent and employees.

(e) The provisions of this Section 6.06 shall survive the termination of this Agreement.

Section 6.07. No Warranty of Condition or Suitability by the Authority. THE AUTHORITY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE HABITABILITY, MERCHANTABILITY, CONDITION, OR WORKMANSHIP OF ANY PART OF THE 2018 PROJECT OR THAT THEY WILL BE SUITABLE FOR THE CITY'S PURPOSES OR NEEDS.

ARTICLE VII

ASSIGNMENT; PREPAYMENTS

Section 7.01. No Assignment by City. This Agreement may not be sold, assigned, or encumbered by the City without the prior written consent of the Authority and the Bondholder.

Section 7.02. Prepayment of Agreement Payments. There is expressly reserved to the City the right, and the City is authorized and permitted, at any time it may choose, to prepay all or any part of the Agreement Payments and other amounts payable under Section 5.03 hereof, and the Authority agrees that the Sinking Fund Custodian may accept such prepayments and other amounts when the same are tendered by the City. All Agreement Payments and other amounts so prepaid shall at the written direction of the City be credited toward the Agreement Payments and other amounts specified in Section 5.03 hereof, in the order of their due dates, in accordance with the Bond Resolution.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default Defined. The following shall be "Events of Default" under this Agreement, and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) The City's failure to pay the amounts required to be paid under Section 5.03(a) of this Agreement at the times specified therein.

(b) The City's breach in any material respect of any representation or warranty contained in this Agreement or the City's failure to observe, perform, or comply with any covenant, condition, or agreement in this Agreement on the part of the City to be observed or performed, other than as referred to in subsection (a) of this Section 8.01 and except for the covenants contained in Section 6.05, for a period of thirty (30) days after written notice specifying such breach or failure and requesting that it be remedied, given to the City by the Authority or the Bondholder, unless the Bondholder shall agree in writing to an extension of such time prior to its expiration, provided that such 30-day notice and cure period shall not apply to breach of Section 9.05. In the case of any such breach or default that cannot with due diligence be cured within such thirty (30) day period but can be wholly cured within a period of time not materially detrimental to the rights of the Authority and the Bondholder, to be determined conclusively by the Bondholder, it shall not constitute an Event of Default if corrective action is instituted by the City within the applicable period and diligently pursued until the breach or default is corrected in accordance with and subject to any directions or limitations of time established in writing by the Bondholder.

(c) The City shall (i) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of it or of all or a substantial part of its property, (ii) enter into an agreement of composition with its creditors, (iii) admit in writing its inability to pay its debts as such debts become due, (iv) make a general assignment for the benefit of its creditors, (v) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect), (vi) file a petition or answer seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fail to controvert in a timely or appropriate manner or acquiesce in writing to any petition filed against it in an involuntary case under such federal bankruptcy law, or (viii) take any action for the purpose of effecting any of the foregoing.

(d) A proceeding or case shall be commenced, without the application of the City, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, winding-up, or composition or adjustment of debts of the City, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of the City or of all or any substantial part of the assets of it, or (iii) similar relief in respect of the City under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and shall continue unvacated and unstayed and in effect for a period of sixty (60) days, whether consecutive or not.

(e) The occurrence of an Event of Default under the Bond Resolution.

Section 8.02. Remedies on Default. Whenever any Event of Default referred to in Section 8.01 hereof shall have happened and be continuing the Authority, in its discretion, may exercise any one or more of the following remedies:

(a) The Authority may have access to and inspect, examine, and make copies of the books and records and any and all accounts and similar data of the City reasonably related to the Event of Default.

(b) The Authority may from time to time take whatever action at law or in equity or under the terms of this Agreement may appear necessary or desirable to collect the Agreement Payments and other amounts payable by the City hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the City under this Agreement.

No action taken pursuant to this Section 8.02 shall relieve the City from its obligations pursuant to Section 5.03 hereof, all of which shall survive any such action, and the Authority may take whatever action at law or in equity as may appear necessary and desirable to collect the Agreement Payments and other amounts then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement, or covenant of the City hereunder.

Section 8.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article VIII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Authority hereunder shall also extend to the Bondholder, and the Bondholder shall be deemed a third party beneficiary of all covenants and agreements herein contained.

Section 8.04. Agreement to Pay Fees and Expenses. If an Event of Default should occur and the Authority or the Bondholder should employ attorneys, accountants, or other experts or incur other expenses for the collection of Agreement Payments and other amounts due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the City herein contained, the City agrees that it shall on demand therefor pay to the Authority and to the Bondholder for the account of the Authority the reasonable fees of such attorneys, accountants, or other experts and such other expenses so incurred by the Authority and the Bondholder. Any attorneys' fees required to be paid by the City under this Agreement shall include attorneys' and paralegals' fees through all proceedings, including, but not limited to, negotiations, administrative hearings, trials, and appeals.

Section 8.05. Waiver of Events of Default. Subject to Section 9.05, the Authority may waive any Event of Default hereunder and its consequences. In case of any such waiver, or in case any proceeding taken by the Authority or the Bondholder on account of any such Event of Default shall be discontinued or abandoned or determined adversely to the Authority or the Bondholder, then and in every such case the Authority and the City shall be restored to their former position and rights hereunder, but no such waiver or rescission shall extend to or affect any subsequent or other Event of Default or impair or exhaust any right, power, or remedy consequent thereon.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Notices. All notices, certificates, and other communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent to any party hereto at the following addresses or to such other address as any party hereto shall have specified in writing to the other party:

If to the Authority:	Gainesville Redevelopment Authority Attn: Chairperson 405 Washington Street, NE Gainesville, GA 30501 With a copy to the City.
If to the City:	City of Gainesville Attn: City Manager P.O. Box 2496 (30503) 300 Henry Ward Way Suite 303 Gainesville, GA 30501

Notices under this Section 9.01 will be deemed given only when actually received.

Section 9.02. Construction and Binding Effect. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements with respect to the 2018 Project and the Series 2018 Bond. This Agreement shall inure to the benefit of and shall be binding upon the Authority, the City, the owner of the Series 2018 Bond and their respective successors and assigns subject, however, to the limitations contained in Section 7.01 hereof.

Section 9.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.04. Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in the Project Fund, the Sinking Fund or other funds provided for herein upon expiration or sooner termination of this Agreement, as provided in this Agreement, after payment in full of the Agreement Payments and the Series 2018 Bond (or provision for payment thereof having been made in accordance with the provisions of the Bond Resolution), the fees, charges, and expenses of the Authority and the Bondholder, in accordance with the terms hereof, and all sums due and owing hereunder, shall belong to and be paid to the City by the Authority as overpayment of Agreement Payments.

Section 9.05. Amendments, Changes, and Modifications. This Agreement may not be amended, changed, modified, altered, or terminated, and the observance of any term hereof may not be waived, except in accordance with the Bond Resolution.

Section 9.06. Execution of 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.

Section 9.07. Law Governing Construction of this Agreement. This Agreement is prepared and entered into with the intention that the law of the State of Georgia, exclusive of such State's rules governing choice of law, shall govern its construction.

Section 9.08. Immunity of Officials, Officers, and Employees of Authority and City. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Authority or the City contained in this Agreement or for any claim based hereon or otherwise in respect hereof against any member of a Governing Body, officer, or employee, as such, in his individual capacity, past, present, or future, of the Authority, the City, or any successor body, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Agreement is solely a corporate obligation of the City and the Authority payable only from the funds and assets of the City and the Authority herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any member of a Governing Body, officer, or employee, as such, past, present, or future, of the City or the Authority, or of any successor corporation, either directly or through the City, the Authority, or any successor corporation, under or by reason of any of the obligations, covenants, promises, or agreements entered into between the Authority and the City whether contained in this Agreement or in the Bond Resolution or to be implied herefrom or therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member of a Governing Body, officer, and employee is, by the execution of this Agreement and as a condition of and as part of the consideration for the execution of this Agreement, expressly waived and released. The immunity of members of a Governing Body, officers, and employees of the Authority and the City under the provisions contained in this Section 9.08 shall survive the termination of this Agreement.

SIGNATURES AND SEALS

IN WITNESS WHEREOF, the Authority has executed this Agreement by causing its name to be hereunto subscribed by its Chairperson and by causing the official seal of the Authority to be impressed hereon and attested to by its Secretary, and the City has executed this Agreement by causing its name to be hereunto subscribed by its Mayor and by causing the official seal of the City to be impressed hereon and attested by its City Clerk, all being done as of the day and year first above written.

GAINESVILLE REDEVELOPMENT AUTHORITY

(SEAL)

By:____
Chairperson

Attest:

____
Secretary

APPROVED AS TO FORM

CITY OF GAINESVILLE, GEORGIA

____
Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
City Attorney

By:____
Mayor

(SEAL)

Attest:

____
City Clerk

EXHIBIT A

DESCRIPTION OF 2018 PROJECT

The 2018 Project will consist of the financing of the acquisition, construction, installation and equipping by the Authority of (a) two additional floors to the parking deck located adjacent to the Brenau Downtown Center at 301 Main Street SW, in the City of Gainesville, Georgia, (the “Parking Deck Expansion”) previously financed with proceeds of the Series 2009A Bonds (the “Original Parking Deck”) and (b) a pocket park located adjacent to the Original Parking Deck. The Authority holds title to the Original Parking Deck and will hold title to the Parking Deck Expansion, as an extension of the Original Parking Deck. The City shall retain title to the pocket park.

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 6/28/2018

Presenter: Matt Tate

Item of Business: **Public Hearing Item for the July 17, 2018 Council Meeting**
Request from **Limestone Greenway, LLC** to annex a 33.87± acres tract located on the southwest side of the intersection of Jesse Jewell Parkway and Limestone Parkway (a/k/a **0 and 2065 Limestone Parkway**) and to establish zoning as Planned Unit Development (P-U-D). **Ward Number: Two**. Tax Parcel Number(s): 00-082-003-001 (Part). **Request: Commercial Uses**.

Meeting Date: 7/12/2018

Purpose of Request:
The applicant is proposing to annex the subject property with a zoning of Planned Unit Development (P-U-D) for the purpose of utilizing city sewer for a mixed-use development. The property is currently zoned Agricultural Residential-III (AR-III), Residential-II (R-II) and Highway Business (H-B) within unincorporated Hall County and is adjacent to the city limits to the north, east and west. The property is located within the Limestone Parkway Overlay Zone, is heavily wooded and contains a stream. The proposal includes 225,000 square feet of commercial space which may include office, retail, restaurant and hotel space. In addition, a total of 252 multi-family residential units and 33 single-family homes are proposed. A single access road is proposed from Limestone Parkway to serve the commercial and multi-family uses. Two access drives are also proposed off of Limestone Parkway and Jesse Jewell Parkway to serve a commercial out parcel lot. In addition, one access road is proposed off of Lakeview Drive to serve the proposed single-family homes. Nearby uses include the New Holland Market (Kroger) Shopping Center, Gainesville Middle School, Frances Meadows Aquatic Center, and numerous single-family homes off of Lakeview Drive and within the adjacent New Holland Village.

History/Background:
On May 7, 2018, the applicant requested this item be tabled until the June 12, 2018 PAB meeting. The PAB made a motion to table the item as requested.

At the PAB meeting held on June 12, 2018, the applicant modified their request by asking that only the commercial component of the proposal be annexed into the city limits to eliminate any burden to the city school system. This resulted in a reduction of acreage to 33.87 acres.

Staff received a letter from Jim Walters dated June 18, 2018, asking the request be tabled at the July 17, 2018 City Council meeting.

Staff received an email from Wendell Starke on June 28, 2018 withdrawing the application. A copy of the email is included in the attachments.

Facts & Issues for Consideration:

Department Recommendation:
Staff recommended conditional approval of the modified request with 12 conditions.

The PAB recommended conditional approval of the modified request with 12 conditions. See the PAB Recommendation Report for details and excerpts from the meeting minutes.

Staff received an email from Wendell Starke on June 28, 2018 withdrawing the application. A copy of the email is included in the attachments. Therefore, a motion is required by the City Council to accept the withdrawal of the application.

SAMPLE MOTIONS

Accept Withdrawal of the Application:
I move to accept the withdrawal of the application as requested by the applicant.

Department Director:
Rusty Ligon

If funding is involved, are funds approved within the current budget?
N/A

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Withdrawal Notice	Backup Material
PAB Legal Ad	Legal Ad
City Council Legal Ad	Legal Ad
PAB Recommendation Report	Report
Proposed Annexation Ordinance	Ordinance
Proposed Zoning Ordinance	Ordinance
Narrative	Backup Material
Survey	Backup Material
Site Plan	Backup Material
Commercial Design Concepts (Retail/Office/Hotel)	Backup Material
Commercial Design Concepts (Freestanding Retail)	Backup Material
Sign Concepts	Backup Material
Development Team	Backup Material
DRI	Backup Material

Judy Foster

From: Matt Tate
Sent: Thursday, June 28, 2018 4:33 PM
To: Judy Foster
Subject: FW: Limestone Greenway, LLC's pending action before the City Council

From: Wendell Starke [mailto:wendell.starke@gmail.com]
Sent: Thursday, June 28, 2018 3:09 PM
To: Danny Dunagan; Ruth H. Bruner; Barbara B. Brooks; Sam Couvillon; gwangernann@gainesville.org; Zack Thompson; Bryan Lackey; Angela Sheppard; Rusty Ligon; Matt Tate
Cc: rhiggens@hallcounty.org; jstowe@hallcounty.org; bpowell@hallcounty.org; kcooper@hallcounty.org; sgibbs@hallcounty.org; jconnell@hallcounty.org; James Walters
Subject: Fwd: Limestone Greenway, LLC's pending action before the City Council

--Ladies and gentlemen of the Gainesville City Council; Mayor Dunagan; City Manager Bryan Lackey; Assistant City Manager Angela Shepard; Community Development Director Rusty Ligon; Planning Manager Matt Tate:

Limestone Greenway requests that the pending annexation and zoning action before the Gainesville City Council be withdrawn. Limestone Greenway was encouraged by the City to apply for the zoning of only 33 acres of the 78 acre tract by Gainesville City Staff's statements that a proposed Intergovernmental Agreement would be put in place. Under this agreement, the City was to join with the County to allow the County portion of the 78 acre tract to be served by a portion of the County's allocation of sewer.

Mayor Dunagan has informed Limestone Greenway's legal counsel that the City Council will not agree to allow sewer service to the portion of the 78 acres which is to remain in the County--even after City representatives led Limestone Greenway to believe that such an agreement would be implemented. Limestone Greenway accepts the City's decision.

Although contacts with desired retailers has been promising, a successful outcome of this development depends upon (1) the pending sale of the single family portion of the development to a very reputable real estate professional,(2) the future value of the remaining County property which can best be used for very high end apartments. Without sewer for the single family and high-end apartments, the property the City proposes be left in the County becomes virtually worthless and this project is not viable.

The proposed requirements placed on the apartments mandates a high-end product . Studies show that true luxury apartments ($1750 rental rates) have much less of the " transiency" which is of concern to the School Board than $800 per month rental units--a factor that should mitigate the Gainesville City School Board's concern about the transient nature of students who live in apartments. The proposed future development of an affluent neighborbood has been a strong selling point to our targeted high-end retailers including Ruth Chris' Steakhouse, Apple Store, Burberry, The Body Shop, Trader Joe's, The Childrens Place, Chico's, Container Store, Starbucks and others. Limestone Greenway has determined that an Avalon-type development CAN bring up-scale retailing to Gainesville.

The above comments only represent the developers point of view. Limestone Greenway accepts the power of the Council to decline the residential zoning and its decision to decline to enter into the previously anticipated sewer agreement with Hall County. As a result, Limestone Greenway will continue to work to find a mutually acceptable solution. Limestone Greenway understands that City code will require a six month wait before a revised submission can be brought before Planning and Appeals and the City Council.

Regardless of this unanticipated current outcome, many thanks are extended to everyone who has worked to bring this proposed development to life over the past two and one-half years.. Limestone Greenway remains optimistic that a satisfactory outcome is possible as alternatives are considered.

Wendell

Starke

For

Limestone Greenway, LLC

LEGAL AD

Gainesville Planning and Appeals Board

Publish Sunday, May 27, 2018
THE TIMES

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING

Notice is hereby given that the **Gainesville Planning and Appeals Board** will conduct a public hearing on **Tuesday, June 12, 2018** at **5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following requests:

1) Request from **Limestone Greenway, LLC** to annex a 75.12± acres tract located on the southwest side of the intersection of Jesse Jewell Parkway and Limestone Parkway, having road frontage on Lakeview Drive, Highland Street, Spring Street and Victory Street (a/k/a **0 and 2065 Limestone Parkway**) and to establish zoning as Planned Unit Development (P-U-D).
   Ward Number: Two
   Tax Parcel Number(s): 00-082-003-001
   Request: Mixed-use development

2) Request from **Donald T. Hunt** to vary the front yard setback requirement from Bradford Street on a 0.22± acre tract located on the northeast side of the intersection of North Avenue and Bradford Street (a/k/a **0 and 430 North Avenue, NW**), having a zoning classification of Planned Unit Development (P-U-D).
   Ward Number: Two
   Tax Parcel Number(s): 01-040-001-021
   Request: Porch addition

3) Request from **Shady Vent Construction** to vary the front yard setback requirements from Atlanta Highway and Ray Street on a 0.943± acre tract located on the southwest side of the intersection of Ray Street and Atlanta Highway (a/k/a **1708 Atlanta Highway, SW**), having a zoning classification of General Business (G-B).
   Ward Number: Five
   Tax Parcel Number(s): 01-133A-001-002
   Request: Fuel canopy expansion

Additional information is available from the Community Development Department, Planning Division, by calling 770-531-6570.

NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating $250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA § 36-67A-3 3 {c})

LEGAL AD
Gainesville City Council

Publish Sunday, July 1, 2018
THE TIMES

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE GAINESVILLE ZONING MAP

Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, July 17, 2018** at **5:30 p.m.** in the **Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in midtown Gainesville on the following request:

1) Request from **Limestone Greenway, LLC** to annex a 33.87± acres tract located on the southwest side of the intersection of Jesse Jewell Parkway and Limestone Parkway (a/k/a **0 and 2065 Limestone Parkway**) and to establish zoning as Planned Unit Development (P-U-D).
   Ward Number: Two
   Tax Parcel Number(s): 00-082-003-001 (Part)
   Request: Commercial uses

Additional information is available from the Community Development Department, Planning Division, by calling 770-531-6570.

NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating $250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA § 36-67A-3 3 {c})

GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION

Applicant and Property Owner	Limestone Greenway, LLC
Location	0 and 2065 Limestone Parkway
Request	Annex with a zoning of Planned Unit Development (P-U-D)
Total Acres	75.12$^{\pm}$ acres
Ward	Two
Proposed Use	Mixed-use development
Planning Division Staff Recommendation	**Approval, with conditions**
Planning and Appeals Board Recommendation	**Approval, with conditions**
Date	June 12, 2018

- ***Applicant's Proposal and Background Information***

The applicant is proposing to annex the subject property with a zoning of Planned Unit Development (P-U-D) for the purpose of utilizing city sewer for a mixed-use development. The property is currently zoned Agricultural Residential-III (AR-III), Residential-II (R-II) and Highway Business (H-B) within unincorporated Hall County and is adjacent to the city limits to the north, east and west. In addition, the property is located within the Limestone Parkway Overlay Zone, is heavily wooded with numerous mature trees and consists of sloping terrain and a stream (Limestone Creek) that traverses the property.

The proposal includes up to 189,400 square feet of office, retail, restaurant, hotel space. In addition, a total of 252 multi-family residential units and 33 single-family homes are proposed. (The applicant's original narrative includes up to 225,000 square feet of commercial space but was recently revised/reduced to match what is shown on the concept plan and stated within the traffic impact study). One access road is proposed from Limestone Parkway to serve the commercial and multi-family uses. The multi-family property will be gated and accessed from a proposed cul-de-sac. A total of two driveways are proposed from Limestone Parkway and Jesse Jewell Parkway for the commercial out parcel lot. One access road is proposed off of Lakeview Drive for the single-family homes.

The following design standards are proposed for the development.

General Development and Architectural Guidelines

- Exterior building materials shall include, but are not limited to brick masonry, stone masonry, split-face block masonry, EIFS, wood or cement board siding.

- Architectural elements shall be reasonably consistent throughout the development. However, with different property uses, there will naturally be different exterior elevation designs. Exhibits "C", "D", "E" and "F" depict proposed conceptual elevations of the buildings.

- Dumpsters, compactors, and similar equipment will be screened.

- Due to the extreme topographic nature of the site – the multi-family building design & height shall be consistent with three/four story split configuration, and the potential hotel or office buildings maximum building height will be up to 6 stories.

- Building Setbacks shall be defined for each specific use (front setback along the proposed road as shown on site plan shall be 15 feet).

- Lighting from building, parking, and landscaping will be contained within the bounds of the subject property. Extra care will be taken when the outer perimeter subject property abuts an existing residential property.

Single Family Home Development and Architectural Guidelines
- A maximum of 33 single-family homes
- Single family residences with 3 bedrooms and 2 baths
- Heated floor space shall be no less than 1,100 square feet
- In accordance with Exhibit "E" - Primary exterior building materials shall include, fiber cement lap siding and fiber cement board and batten siding on all elevations. Accent material application shall include fiber cement shake siding, brick and cultured stone accents shall be utilized on front and visual elevations of the buildings. Masonry block or concrete retaining walls shall be finished with stucco.
- It is the intent for the individual homes to be developed on one common property boundary with no individual property lines, and each home separated by a minimum of 10 feet. The developer reserves the right to develop as a (A) condominium subdivision, fee simple subdivision or (B) traditional subdivision with the following minimum lot standards for each, (lot size, lot width, road frontage).
- (A) Building Setbacks shall be as follows (at a minimum):
- Front Setback: (proposed main road - 15 feet)
- Front Setback: (Lakeview Drive - 30 feet)
- Front Setback: (Highland Street – 30 feet)
- Side/Building Separation: 5 feet
- Rear Setback/Buffer (Historical Mill Homes): 25 feet
- (B) Lot Size / Building Setbacks shall be as follows (at a minimum):
- Front Setback: (proposed main road - 20 feet)
- Front Setback: (Lakeview Drive - 30 feet)
- Front Setback: (Highland Street – 30 feet)
- Side/Building Separation: 0-10 feet between buildings
- Rear Setback/Buffer (Historical Mill Homes): 25 feet or 10' from internal (newly created) property line
- Minimum lot size: 6300 sq. ft.
- Minimum lot width/road frontage: 60' or (30' cul-de-sac)

Multi-Family Apartment Development and Architectural Guidelines
- A maximum of 252 multi-family apartments
- 9-foot ceilings with crown molding & chair rail accents & custom designed cabinetry
- Appliances include: Refrigerator, Dishwasher, Microwave Oven & Disposal
- One, two, and three-bedroom apartment homes

- Heated floor space shall be no less than 650 square feet
- Controlled access gated community
- Professionally designed & maintained landscaping
- Resort style swimming pool
- Outdoor entertainment area to include a fireplace/pit element and gas grill
- Clubhouse w/ business and media center
- Fitness center
- Children's play area
- In accordance with Exhibit "F"- Primary exterior building materials shall include, fiber cement lap siding and fiber cement board and batten siding on all elevations. Accent material application shall include fiber cement shake siding, brick and cultured stone accents shall be utilized on front and visual elevations of the buildings. Retaining site walls constructed of masonry block or poured in place concrete finished with stucco.
- Metal roofs may be utilized on accent roofed areas.
- HVAC condenser units may be visible from the street with no screening.
- Due to the extreme topographic nature of the site – the multi-family building design & height shall be consistent with three/four story split configuration.
- Building Setbacks shall be as follows (at a minimum):
- Front Setback: 30 feet
- Side setback: 10 feet
- Rear setback: 20 feet

Commercial Development and Architectural Guidelines

- Primary exterior buildings shall be in accordance with Exhibit "D". The applicant's concept plan and traffic study show a total of 189,400 square feet of commercial/office/hotel space proposed.

Parking & Entrance/Exit Roads

- Parking requirements shall meet or exceed the City of Gainesville parking requirements as to number of spaces, size and accessible spaces as it relates to the following: multi-family, commercial, lodging/hotel, retail office, commercial-excluding outparcels. The overall commercial parking requirements will be met by combining the North and South Commercial Sites. Parking will be located in areas to meet retail requirements and may be in front of buildings. Due to parking requirements and the development scale, the maximum impervious area will be consistent with what the City of Gainesville currently allows within all non-residential and residential zoning districts. Storm water management will be designed per applicable codes.

- Main entrance to the development shall occur at the existing major signalized intersection on Limestone Parkway and Kroger rear access drive off the New Holland Market development. A right in/right out traffic pattern shall occur at the 3.04 acre out parcel on Limestone Parkway and Jesse Jewell Parkway. A final entrance shall occur on Lakeview Drive for the single family 33 home (+/-10%) development only.

Detention

- All storm water detention shown on the site plan are preliminary and general in design. The owner/applicant may vary these ponds (in number, size, or location) from the attached concept plan so long as the changes are consistent with applicable land codes.

Storm water detention ponds will be above grade in areas dictated by terrain and may be in front of, beside, or behind buildings and will be designed as a landscape feature if visible from road, driveway or parking areas.

Landscaping and Buffers

- As shown on the site plan, a 25-foot perimeter buffer is planned adjacent to all existing residential uses and a 15-foot buffer is planned adjacent to like use (commercially zoned) properties. The existing streams that traverse the property will maintain local and state required buffers. Landscaping shall be professionally designed and professionally maintained. The site will be professionally landscaped to minimize the view of parking, soften walls, break up parking fields, and blend storm water ponds into the site development.

Signage

- Limestone Greenway, LLC's development objective is to create Gainesville/Hall County's newest mixed-use development. Signage is critical to this objective. Accordingly, signage throughout the development will be uniform and consistent. Each sign, whether a small wayfinding interior sign or a large monument or project identification sign, will be architecturally consistent and lit or back-lit as often as possible. Please see Exhibit "G" for proposed sign locations. Limestone Greenway, LLC would submit specific sign dimensions prior to the Planning and Appeals Board hearing. The applicant would like to further reserve the right to modify the attached sign location plan as necessary while adhering to the community development theme.

Overlay Zone Requirements -Limestone Parkway Overlay Zone

- The property, when annexed into the City of Gainesville, will fall within the Limestone Parkway Overlay Zone. The Overlay requirements address retaining walls, architecture, storm water detention, mass grading and multiple site development standards. It is stated in the Limestone Overlay as follows: "The purpose of the Limestone Parkway Overlay Zone is to provide special design requirements for those properties located within the zone, regardless of their zoning classification, in order to maintain a consistent appearance along the parkway and throughout the zone. The intent of this zone is to create an identity for the area that will enhance its economic vitality and protect the value of properties within the zone."

- It is the intent of the Planned Unit Development (P-U-D) to meet the spirit of the overlay zone while establishing development guidelines which allow development in a manner which balance extreme topographic challenges, existing architectural elements (New Holland Mill), and limited access requirements on Limestone Parkway and Jesse Jewell Parkway. The entire retail and apartment site will be mass graded with resulting slopes in the 2%-8% ranges in building areas, parking areas and driveways. Embankments will not exceed 2:1 slope. Retaining walls will be 2' - 30' in height to provide access, and development of the site walls will be visible from the street and will have a split face block appearance with colors enhancing and playing off architectural elements in the development.

- ***Adjacent Land Use and Zoning***

Location	Use	Zoning
North	Single-family homes; Undeveloped land	Residential-I (R-I) -City General Business (G-B) -City
South	New Holland Village single-family and duplex homes; Church; Brenau University Sports Complex; Undeveloped land	Residential-II (R-II) -County Highway Business (H-B) -County Light Industrial (L-I) -County
East	New Holland Market shopping center; Undeveloped land	Planned Unit Development (P-U-D) -City
West	Single-family and duplex homes; Gainesville Middle School; Frances Meadows Aquatic Center	Residential-II (R-II) -City/County Office and Institutional (O-I) -City

Significant uses within the surrounding area include Lakeview Academy, Northeast Georgia Health Medical Center and Atlanta Botanical Garden.

- ***Traffic Impact Study Summary***

A Traffic Impact Study was completed for the proposed development on March 29, 2018, by Marc R. Acampora, PE, LLC Traffic Engineering. Traffic counts were collected on Wednesday, November 11, 2017 from 7:00 A.M to 9:00 A.M. and from 4:30 P.M. to 6:30 P.M. Area schools were in session. Historic GDOT 24-hour traffic counts were also collected in the vicinity from 2012 through 2016. Based on the data a 3% annual growth factor was applied to the counted volumes when projecting future volumes or a five year period through year 2022 for a total applied growth rate of 15.9%.

[*The peak hour generation for this project was calculated at 580 A.M. / 859 P.M. two way trips and the 24-hour volume is 13,982 two-way trips.*

The study extended one mile from the limits of the proposed site and included the following 16 intersections:

1) Limestone Parkway (US 129) at Cleveland Highway (US 129/GA 11)
2) Limestone Parkway (US 129) at Clarks Bridge Road (GA 284)
3) Limestone Parkway (US 129) at Beverly Road
4) Limestone Parkway (US 129) at Kroger Access
5) Limestone Parkway (US 129) at Jesse Jewell Parkway (US 129/US 129 Business)
6) Jesse Jewell Parkway (US 129) at White Sulphur Road / Textile Way
7) I-985 SB at Jesse Jewell Parkway (US 129)
8) I-985 NB at Jesse Jewell Parkway (US 129)
9) Lakeview Drive at Beverly Road / Nottingham Drive
10) Jesse Jewell Parkway (US 129 Bus) at Quarry Street / Myrtle Street
11) Jesse Jewell Parkway (US 129 Bus) at Community Way / Terrace Street
12) Jesse Jewell Parkway (US 129 Bus) at Downey Boulevard (GA 11 Conn) / MLK, Jr. Blvd
13) South Enota Drive (GA 11 Conn) at Sherwood Park Drive / Walgreens Driveway
14) South Enota Drive (GA 11 Conn) at Robinhood Trail / Sherwood Plaza Driveway
15) Park Hill Drive (GA 11) at South Enota Drive (GA 11 Conn)
16) Park Hill Drive (GA 11) at Lakeview Drive

According to the Traffic Impact Study the addition of the Limestone Greenway trips will increase delays at most intersections and approaches. The comparison between the no-build and build conditions reveal that most of the increases will be small, and most of the locations in this study will continue to operate acceptably in the build condition. A summary of the study revealed that future operations, upon the project being fully constructed and operational, the below intersections would have extremely heavy traffic flows rated LOS F. LOS "F" is a condition of extremely heavy flow, with frequent stoppage and very slow speeds. Traffic is unstable and often comes to a complete halt.

These intersections include:
1) P.M. peak hour westbound right turn stop sign at Limestone Pkwy at Cleveland Hwy.
2) A.M and P.M. peak hour eastbound approach at Limestone Pkwy and Beverly Rd.
3) A.M. and P.M. peak hour at Limestone Pkwy and Jesse Jewell Pkwy which includes the A.M. and P.M. peak hour northbound approach at Textile Way; A.M. peak hour southbound approach at Limestone Pkwy; A.M. eastbound approach at Limestone Pkwy and the A.M and P.M. peak hour westbound approach at Jesse Jewell Pkwy.
4) A.M. peak hour and southbound approach at Lakeview Dr. at Beverly Rd;
5) A.M. and P.M. peak hour northbound and southbound approach at Jesse Jewell Pkwy at Quarry St;
6) A.M. peak hour southbound approach at Jesse Jewell Pkwy at Community Way;
7) P.M. peak hour westbound through/left at South Enota Dr. at Robinhood Trail;
8) P.M. peak hour at Park Hill Dr. at South Enota Dr. southbound approach at Park Hill Dr. / eastbound and westbound approach at South Enota Dr.

The following is a summary of the findings and the recommendations of this traffic impact study:

1) Limestone Parkway (US 129) at Cleveland Highway (GA 11)
The signalized portion of this intersection operates extremely well but the stop-sign controlled right turn movement from westbound Limestone Parkway to northbound Cleveland Highway experiences LOS F in the P.M. peak hour, though it generally works acceptably at other times of the day. The existing volumes at this location merit consideration of a second northbound through lane on Cleveland Highway into which the westbound right turn from Limestone Parkway would free-flow. The same mitigation for the existing volumes applies to the no-build and build conditions.

2) Limestone Parkway (US 129) at Clarks Bridge Road (GA 284)
This intersection operates acceptably. Based on existing volumes, there would be a modest benefit to providing a separate eastbound exclusive right turn lane on Clarks Bridge Road at this intersection. No other mitigation is identified for the no-build or build conditions.

3) Limestone Parkway (US 129) at Beverly Road
This intersection currently operates acceptably. There would be a modest benefit in the existing condition to providing a separate eastbound exclusive right turn lane on Beverly Road. In the no-build condition, the eastbound approach drops to LOS E in the A.M., and in the build condition, this approach drops to LOS F in the A.M. and P.M., reinforcing the appropriateness of the addition of the eastbound right turn lane. The northbound left turn volume on Limestone Parkway is sufficient in the existing condition to justify a protected / permissive left turn phasing according to GDOT standards, and consideration should be given to adding this phasing whether or not the proposed Limestone Greenway development is built.

4) Limestone Parkway (US 129) at Kroger Access
This intersection operates well and no mitigation is identified in the existing or no-build conditions. This intersection will continue to operate well with the addition of the fourth approach and the Limestone Greenway site trips. The analysis assumes two eastbound lanes, which will

consist of a shared left/through lane and a right turn lane. The existing northbound U-turn lane on Limestone Parkway will become the left turn lane for the site and there is already a southbound right turn lane at this location on Limestone Parkway. The signal at this intersection will need to be upgraded to provide signal heads for the eastbound approach, including pedestrian signals, and it is recommended that the northbound left turn lane receive a protected/permissive phasing, which will require additional signal equipment. The existing southbound right turn lane and northbound left turn lane should be lengthened to satisfy GDOT auxiliary lane length standards.

5) Limestone Parkway (US 129) at Jesse Jewell Parkway (US 129 Bus)
This location currently operates acceptably in the P.M., but experiences high delays in the A.M. peak hour. The largest capacity need here is for a third westbound through lane on Jesse Jewell Parkway. Other mitigation was tested and is discussed in the text. The benefit of adding a southbound right turn lane on Limestone Parkway is increased in the no-build condition (so that the center lane is a shared through/right, plus a new exclusive right turn lane). The southbound exclusive right turn lane should include a right turn overlap phase. A westbound right turn overlap phase would also improve the efficiency of the signal. The A.M. peak hour will deteriorate further in the build condition. The mitigation identified in the existing and no-build are still applicable in the build condition.

6) Jesse Jewell Parkway (US 129) at White Sulphur Road / Textile Way
This intersection operates well and no mitigation is identified for the existing, no-build, or build conditions.

7) I-985 SB at Jesse Jewell Parkway (US 129)
The southbound ramp at I-985 operates acceptably and no mitigation is identified. The addition of a second eastbound right turn lane from Jesse Jewell Parkway onto the southbound ramp would provide some additional storage and capacity for the no-build 1,065 A.M. peak hour right turners. No additional mitigation is identified for this intersection in the build condition.

8) I-985 NB at Jesse Jewell Parkway (US 129)
The northbound ramp operates acceptably and no mitigation is identified for the existing, no-build, or build conditions.

9) Lakeview Drive at Beverly Road / Nottingham Drive
This intersection currently operates well as an all-way stop and no changes are recommended in the existing condition. In the no-build condition, the southbound approach will deteriorate to LOS F in the A.M. peak hour, making this intersection a potential candidate for signalization. The increases in volumes from the Limestone Greenway project will further increase delays at this all-way stop controlled intersection. With signalization, all approaches would operate acceptably in the no-build and future conditions. A signal warrant analysis performed according to the criteria set forth in the Federal Highway Administration's *Manual On Uniform Traffic Control Devices* (MUTCD) would be necessary to identify if this intersection meets the requirements for signalization.

10) Jesse Jewell Parkway (US 129 Bus) at Quarry Street / Myrtle Street
The northbound and southbound approaches from Myrtle Street and Quarry Street operate at LOS F. However, the volumes incurring these high delays are very low and most of the side street approach vehicles are right turners. Line of sight to the west along Jesse Jewell from southbound Quarry is limited, presenting a safety concern. It does not appear that volumes on the side streets are sufficient to warrant a signal at this time. However, other factors may justify signalization, such as the presence of school traffic and the limitation in sight distance. A signal warrant analysis could be performed to determine if or when signalization would be appropriate. The same issues that affect this intersection in the existing condition continue in the no-build and build, with increased delays on the side street stop sign controlled approaches. It is noted that

allowing through connectivity at the gated school bus access to Gainesville Middle School at Lakeview Drive, perhaps at limited times of day, may provide an alternative route for trips on Lakeview to bypass the unsignalized Quarry Street intersection.

11) Jesse Jewell Parkway (US 129 Bus) at Community Way / Terrace Street
This intersection generally operates well in the existing condition. The southbound and eastbound approaches are at LOS E in the A.M. peak hour, suggesting that this intersection is approaching the limit before which mitigation may be necessary. In the no-build condition, the southbound approach will deteriorate to LOS F in the A.M. The southbound approach should be restriped to include a shared left turn and through movement and an exclusive right turn lane. Then, a right turn overlap phase should be added to this southbound right turn lane. Recommendations made for the no-build condition still apply for the build condition.

12) Jesse Jewell Parkway (US 129 Bus) at Downey Boulevard / MLK, Jr. Boulevard (GA 11 Conn)
This intersection operates well in the existing condition and no mitigation is necessary. This intersection will continue to operate acceptably in the no-build and build conditions. However, by the build condition, in the P.M., several approaches will drop to LOS E, suggesting that this intersection will be reaching the limits of its capacity.

13) South Enota Drive (GA 11 Conn) at Sherwood Park Drive / Walgreens Driveway
This intersection operates well. It is noted that, within the Walgreens property, the directional arrows are yellow, and should be white, and there is no centerline or lane line striping. Walgreens should consider improving the striping to meet conventional standards. This intersection will continue to operate well in the no-build and build conditions.

14) South Enota Drive (GA 11 Conn) at Robinhood Trail / Sherwood Plaza Driveway
This intersection currently works acceptably. The westbound left turn from Robinhood Trail is beginning to incur notable delays (LOS E) in the P.M. The center two-way left-turn lane on South Enota is striped through this intersection. It is recommended that the left turn lane striping be modified here to treat this as an intersection, with a break in the centerline striping and distinct northbound and southbound left turn lanes. Sherwood Plaza should install a stop sign and accompanying stop bar on their exiting approach. In the no-build condition, the westbound approach will deteriorate to LOS F in the P.M. However, during other times of day, this intersection will continue to operate acceptably. Signalization would eliminate the westboundleft turn LOS F. However, based on the side street volumes, this intersection would likely be a weak candidate for signalization. The issue of signalization is still applicable for the build condition.

15) Park Hill Drive (GA 11) at South Enota Drive (GA 11 Conn)
This intersection functions acceptably and no mitigation is identified for the existing condition. The southbound approach on Park Hill Drive will deteriorate to LOS F in the no-build P.M. For the no-build, it is recommended that a southbound exclusive right turn lane be built on Park Hill Drive. In the build condition, this intersection will continue to deteriorate, with the southbound and westbound approaches joining the eastbound approach (from the no-build condition) at LOS F. In addition to the no-build mitigation, right turn overlap phases can be added to that new southbound right turn lane and to the westbound right turn lane.

16) Park Hill Drive (GA 11) at Lakeview Drive
This intersection was recently signalized and operates acceptably. Pedestrian accommodations and ADA accessibility are technically provided. However, the ADA ramps all abruptly terminate with high curbing and no accompanying sidewalk is provided on the east side of Park Hill or along either side of Lakeview. It is recommended that pedestrian accommodations at this location be improved. No other mitigation is identified for the no-build or build conditions.

17) Jesse Jewell Parkway (US 129 Bus) at Retail Outparcel RIRO Access
This access will work well with movements restricted to right-in / right-out. A deceleration lane should be provided on Jesse Jewell Parkway according to GDOT standards.

18) Limestone Parkway (US 129) at Retail Outparcel RIRO Access
This access will work well with movements restricted to right-in / right-out. A deceleration lane should be provided on Limestone Parkway according to GDOT standards.

- ***Other Departmental Comments***

The Gainesville City School System commented on the proposal. A copy of the letter is attached with this staff report.

The Gainesville Public Works Department has recommended transportation improvements which are included with the Transportation / Traffic zoning conditions within this staff report.

According to the Georgia Department of Transportation (GDOT), the applicant will need to coordinate with GDOT since this development will impact the State Route System.

A Development of Regional Impact Study (DRI #2803) was submitted for this development. At this time, the Georgia Mountains Regional Commission finds that the proposal does not present any potential adverse inter-jurisdictional impacts. However, it was suggested that the City and developer examine options for improving pedestrian accessibility and an alternate access point to compliment the Limestone Parkway intersection.

- ***Zoning History***

The following zoning actions have taken place in the immediate area during the last ten years:

2017 – A request by Keel Property Management, LLC to annex a 6.32± acres tract with a zoning of General Business (G-B) located at 0 White Sulphur Road Drive was conditionally approved for restaurant, retail and a carwash.

2017 – A request by the City of Gainesville to rezone 53.177± acres located at 1514, 1515, 1545, 1560 and 1581 Community Way from Residential-II (R-II) to Office and Institutional (O-I) zoning was approved for existing uses and for future professional office purposes.

2016 – A request by Timothy Bullard to annex a 20.417$^{\pm}$ acres tract located at 1582 and 1586 Pine Valley Road was denied for a 240-unit apartment complex with Residential-II (R-II) zoning.

2012 – A request by Pacolet Milliken Enterprises, Inc. to annex a 68.223$^{\pm}$ acres tract located at 601 White Sulphur Road was approved with conditional Planned Unit Development (P-U-D) zoning for a mixed-use development.

2008 – A request by JHME Properties, LLC to rezone 10.0$^{\pm}$ acres located at 1465 Jesse Jewell Parkway from Residential-II (R-II) to Office and Institutional (O-I) was approved with conditions for medical and general office uses, with retail and restaurant uses.

- ***Staff Analysis***

(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

The surrounding area has experienced significant residential and commercial growth within the last 10 years. The adjacent and nearby property includes a mixture of single-family, multi-family, commercial, industrial and public uses. The proposed use contains a mixture of single-family, multi-family and commercial uses which is consistent with the surrounding development. The proposed zoning of Planned Unit Development (P-U-D) is similarly zoned as the adjacent New Holland Market Place property annexed in 2012, which was approved for up to 400,000 square feet of commercial space, and 300 planned multi-family residential apartment units or 200,000 square feet of office space.

(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

The subject property is undeveloped, heavily wooded with mature trees and contains a stream. The proposed development will change the landscape and will introduce noise, light and traffic from the property. The proposed mixed-use development is designed around the existing streams which will require much of the property to remain undeveloped with buffers and designated green space. Most of the traffic will be directed away from Lakeview Drive onto Limestone Parkway which will minimize traffic impacts within the adjacent neighborhood but will further increase congestion on the main corridors/intersections.

Transportation improvements as identified within the traffic study and zoning conditions will be necessary to help reduce negative impacts to Limestone Parkway, Jesse Jewell Parkway and other nearby roads/intersections.

Environmental impacts should be properly mitigated through improved storm water measures. Open space, buffers, sedimentation ponds and storm water detention ponds will be required within the development to help protect Limestone Creek.

(3) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

The Gainesville Future Development Map places the subject property within the *Low-Medium Density Residential* land use category, *Mixed Use General* land use category and the *Parks / Recreation / Conservation* land use category.

The majority of the property is located within the *Low-Medium Density Residential* land use category which includes areas containing or planned for single-family detached or semi-detached housing at densities up to 4.0 dwelling units per acre. The proposal seeks an overall gross residential density of 3.79 dwelling units per acre for the entire 75.12 acres tract. The density for the single-family and multi-family tracts combined (40.81± acres) is 7.05 dwelling units per acre.

The portion of the property located within the *Mixed Use General* land use category is situated between Limestone Parkway, Jesse Jewell Parkway and Victory Street and includes areas containing or planned for a mixture of land uses including office, neighborhood retail, and residential.

The *Parks / Recreation / Conservation* land use category is located along Limestone Creek and includes areas containing or planned for parks and recreation facilities, permanently designated open space, and conservation areas, including buffers along water ways and other environmental features.

The subject property is located within the *Historic Mill Villages* Character Area. The vision for this character area is to include historic preservation and incremental restoration as a priority for the mill village area. New development should be designed to incorporate green technologies and practices as well as architecture consistent with the forms and materials of the mill and housing. Greenfield sites should be carefully planned and controlled to protect Limestone Creek. New mixed-income development is acceptable as new construction on adequately sized lots or a reuse of the property. Opportunities may exist for future adaptive reuse for mixed-use development and neighborhood serving commercial. Land uses allowed within this character area include medium density residential, mixed-use, commercial, public / institutional, and parks / recreation / conservation.

(4) Are there substantial reasons why the property cannot or should not be used as currently zoned?

The subject property is currently zoned for single-family and for commercial purposes and could be developed as such. Water and sewer services are necessary in order to develop the subject property for the desired use and density. If developed, the property should be master planned as opposed to developed piece mill, due to the amount of environmental resources. Carefully planned master planned communities typically provide for better uniformity and higher development standards such as building quality, connectivity, common space, landscaping, environmental protection and services that would otherwise not be provided to the residents.

(5) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

Surrounding developments currently utilizes City water and sewer services and there is sufficient capacity to serve the development. Water and sewer extension to the development will be required.

As listed in the above summarized Traffic Impact Study for this project, the peak hour generation for this project was calculated at 580 A.M. / 859 P.M. two way trips and the 24-hour volume is 13,982 two-way trips. The improvements as proposed within the study and zoning conditions are strongly recommended by staff to help mitigate some of the traffic concerns.

Existing public safety services respond to the adjacent and nearby properties. Gainesville Fire Station #1 off of Queen City Parkway is located approximately 3.1 miles away. As well, Hall County Fire Station #7 off of East Crescent Drive is located approximately 0.8 miles away. The amount of proposed single-family homes will put additional strain on police and fire services.

The addition of single-family and multi-family housing will add more children to the Gainesville City School System as the proposal is not age restricted. It is unclear at this time how many of the 285 residential units will house school age children that are not already living within the Gainesville City school district.

(6) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties?

It is staff's opinion the subject property and surrounding area has been impacted by growth along the Jesse Jewell Parkway and Limestone Parkway due to its proximity to Exit 24/I-985, Northeast Georgia Medical Center and downtown Gainesville.

The proposed mixed-use development appears to be of high quality and could serve as an appropriate transitional use between Limestone Parkway/Jesse Jewell Parkway and the nearby established residential uses. The proposed commercial component is designed as a town center concept, which is unique to Gainesville, to include public gathering areas/open space and additional shopping opportunities not available on the east side of Gainesville.

Of concern, the multi-family residential component will add to the high number of existing/ proposed rental housing in Gainesville. Currently, there are 7,827 multi-family units within Gainesville and an additional 2,166 units have been approved for future development, totaling 9,993 multi-family units.

(7) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Due to the subject property's proximity to existing residential and commercial land uses, the proposed mixed-use development, *with the recommended conditions of zoning* appears to promote a reasonable balance between the interests of the City, the property owner, and neighboring residents and property owners.

- ***Staff Recommendation***

The Planning Division staff is recommending **conditional approval** of the proposed annexation request with **Planned Unit Development (P-U-D) zoning**, based on the Comprehensive Plan and the adjacent residential and non-residential land uses.

Conditions

Development Standards

1. **The development standards within the applicant's narrative, concept plan and architectural renderings shall be made part of the zoning ordinance, and shall be subject to the Community Development Director approval. Any zoning conditions adopted as part of this zoning ordinance that conflict with the applicant's narrative, concept plan and architectural renderings shall take precedence over the applicant's development standards.**
2. **Prohibited commercial uses shall include motels or hotels with rooms accessed from the exterior of the building, adult novelty stores, adult entertainment centers, pawn shops, tire stores, auto parts stores, dollar-type stores, massage parlors except for practitioners licensed by the State of Georgia, vaping stores, auto body shops, automobile sales establishments, marine sales or repair stores, automated or non-automated car washes, coin-laundry facilities, truck stops, tattoo parlors, psychics, fortune tellers, clairvoyants and the like. A gas station shall be prohibited except for the proposed outparcel lot at the corner of Jesse Jewell Parkway and Limestone Parkway.**
3. **Apartments, townhomes and condominiums are an approved use for the multi-family residential portion of the proposal. The applicant may receive an occupancy permit for no more than 100 apartment, townhome or condominium units prior to receiving an occupancy permit for the construction of at least 100,000 square feet of the proposed commercial space.**

4. **In addition to the proposed buffers stated as part of this proposal, a minimum 25-foot wide buffer shall be required along Lakeview Drive for the entire development. The buffer shall contain a mixture of evergreen and deciduous trees. The Community Development Director shall have the final determination on the number, location and type of trees to be planted.**

5. **The proposed erosion control and water quality measures for the development shall at minimum meet the Georgia Storm Water Management Manual requirements. The developer shall also construct additional bioretention facilities within the development strategically designed and located to minimize sedimentation and to filter runoff from yards, pavement, and buildings, with the goal of minimizing the amount of unfiltered runoff, fertilizer, and other contaminants entering Lake Lanier from the development. The City of Gainesville shall approve the final design of all water quality measures.**

6. **All service areas, loading areas, ground or roof top HVAC equipment shall be screened from view from all adjacent residential uses, public and private roads.**

7. **All of the front yards of the proposed new single-family residential dwellings shall be sodded with grass.**

<u>Transportation / Traffic</u>

8. **All required access/traffic/sidewalk improvements associated with the proposed development shall be reviewed and approved by the Georgia Department of Transportation and the Gainesville Public Works Director and any additional improvements shall be at the full expense of the Developer.**

9. **The Developer shall meet all requirements of the Georgia Department of Transportation, but at a minimum shall construct the following roadway improvements identified in the Traffic Impact Study dated March 29, 2018:**

   a) **Limestone Parkway at Beverly Road – Construction of a separate eastbound exclusive right turn lane on Beverly Road. A protected/permissive left turn phasing for the northbound left turn volume on Limestone Parkway will need to be evaluated and submitted for review and approval by the Georgia Department of Transportation.**

   b) **Limestone Parkway at Kroger Access – An addition of the fourth approach for the Limestone Greenway site will need to be approved and permitted by the Georgia Department of Transportation. The existing northbound U-turn lane on Limestone Parkway will be restriped as a left turn lane. The signal at the intersection will need to be upgraded for the addition of the fourth approach. The existing southbound right turn lane and northbound left turn lane should be lengthened to satisfy Georgia Department of Transportation auxiliary lane length standards. A protected/permissive left turn phasing for the northbound left turn lane will need to be evaluated and submitted for review and approval by the Georgia Department of Transportation.**

c) Limestone Parkway at Jesse Jewell Parkway – An addition of a southbound right turn lane on Limestone Parkway in order to accommodate a shared through/right plus a new exclusive right turn lane. Overlap phasing of the intersection will need to be evaluated and submitted for review and approval by the Georgia Department of Transportation.

10. In addition to the identified roadway improvements, the newly constructed Limestone Greenway roadway should include either a center turn lane or a raised median with left turn lanes into the retail access.

11. The proposed cul-de-sac shown on the concept plan shall be designed and constructed as a roundabout per approval of the Gainesville Public Works Director.

12. Improvements at the signalized intersections should include video detection and fiber connection to the City's ITS facility.

13. All new streets, alleys, driveways and sidewalks shall meet the standards within Article 9-13-10 of the City's Unified Land Development Code, but shall be privately maintained. Pervious paving, not including gravel, may be allowed for the single-family homes per the approval of the Gainesville Public Works Director.

14. All new streets shall include a minimum 5' sidewalk along both sides of the street, in accordance with Section 9-13-9-26 of the City's Unified Land Development Code. In addition, a minimum 5' wide sidewalk shall be constructed along Lakeview Drive for the entire length of the subject property. A crosswalk shall be provided from the subject property across Lakeview Drive to the existing side/rear entrance to the Gainesville Middle School and Frances Meadows Aquatic Center. The Gainesville Public Works Director shall have the final determination on the exact design and location of the new sidewalk and crosswalk.

15. There shall be no access allowed from the subject property onto Lakeview Drive except for the road proposed for the single-family homes.

Excerpts from June 12, 2018 PAB Meeting Minutes

Chairman Carter stated there has been a major modification to the annexation request and asked the applicant's representative to share those changes.

Modification of Request: Jim Walters, attorney representing the applicant, stated the applicant has modified the request to exclude the residential single-family homes and apartments and include only the commercial component of the former request which consists of approximately 33 acres to be annexed into the City of Gainesville. He stated they provided a revised site plan showing only the commercial components of the proposed development. Mr. Walters stated he took the staff recommendation report and made changes marked in red which eliminated any of the residential references in the report which no longer applied, as well as some changes to proposed conditions. This was presented to the Board and he reviewed the changes he recommended including the elimination of conditions 3, 4, 7, 10, 11 and 15; deleting portions of conditions 13 and 14; and his reasoning for the proposed changes to the conditions.

Chairman Carter reviewed the condition changes as proposed by Mr. Walters, noting the elimination of conditions 10, 11 and 15 were not related to the residential component of the proposed development.

Chairman Carter asked for full disclosure in regards to the plans for the residential component. Mr. Walters stated that would be in the future and they are not asking it to be annexed into the City, nor do they have plans to annex it into the City.

In regards to the Lakeview Drive issue, Mr. Walters stated there was no vision that this parcel would be given access to Lakeview Drive so it would be acceptable to the applicant to only eliminate “except for the road proposed for the single-family homes” portion of condition 15.

Staff Presentation: Planning Manager Matt Tate gave the following staff presentation:

The applicant is proposing to annex the subject property with a zoning of Planned Unit Development (P-U-D) for the purpose of utilizing city sewer. The original request was for a mixed-use development to include 189,400 square feet of office, retail, restaurant, hotel space, 252 multi-family residential units and 33 single-family homes. With the modified request, the scope and size has changed dramatically, reducing the request to 33.87± acres.

The property is currently zoned Agricultural Residential-III (AR-III), Residential-II (R-II) and Highway Business (H-B) within unincorporated Hall County and is adjacent to the city limits to the north and east. In addition, the property is located within the Limestone Parkway Overlay Zone, is heavily wooded with numerous mature trees and consists of sloping terrain and a stream (Limestone Creek) that traverses the property.

Adjacent and nearby uses include single-family homes, duplex homes, New Holland Village, church, and Brenau University Sports Complex. Significant uses within the surrounding area include Gainesville Middle School, Frances Meadows Aquatic Center, Lakeview Academy, Northeast Georgia Medical Center and Atlanta Botanical Gardens.

Specifically, the amended proposal includes up to 189,400 square feet of office, retail, restaurant, hotel space and is designed as a town center concept with green space and public gathering areas similar to “The Forum on Peachtree Parkway”, “Avalon” and “The Collection at Forsyth”.

Access is proposed from Limestone Parkway. A total of two driveways are proposed from Limestone Parkway and Jesse Jewell Parkway for the commercial out parcel lot.

A Traffic Impact Study was completed for the proposed development which is summarized in the staff recommendation report.

The Gainesville City School System commented on the proposal. A copy of the letter dated April 27, 2018 was included with the staff report.

The Gainesville Public Works Department has recommended transportation improvements which are included with the Transportation / Traffic zoning conditions within the staff report.

According to the Georgia Department of Transportation (GDOT), the applicant will need to coordinate with GDOT since this development will impact the State Route System.

A Development of Regional Impact Study (DRI #2803) was submitted for this development. At this time, the Georgia Mountains Regional Commission finds that the proposal does not present any potential adverse inter-jurisdictional impacts. However, it was suggested that the City and developer examine options for improving pedestrian accessibility and an alternate access point to compliment the Limestone Parkway intersection.

The Gainesville Future Development Map places the subject property within the *Low-Medium Density Residential* land use category, *Mixed Use General* land use category and the *Parks / Recreation / Conservation* land use category. The subject property is located within the *Historic Mill Villages* Character Area.

The Planning Division staff recommended conditional approval of the modified annexation request with Planned Unit Development (P-U-D) zoning with 15 conditions, based on the Comprehensive Plan and the adjacent residential and non-residential land uses.

Mr. Tate stated in light of the modified request, condition 3, 4, 7, and parts of 13, 14 and 15 could be omitted. He stated since the modified request is a reduction from what was originally proposed, staff is sticking with the recommendation of approval with modified conditions.

Board Member Thompson asked for clarification of the change to condition 15 in regards to restricting access on Lakeview Drive. Mr. Tate stated the last part “except for the road proposed for the single-family homes” could be deleted, leaving the remaining portion of the condition intact.

Applicant Presentation: Jim Walters stated the applicant has been working on the development of this challenging piece of property for 2.5 years and is excited about the project. He felt the proposal would be a beautiful development, an upscale venue unlike anything else in the area and comparable to improvements made in Midtown. He referred to the aerial location map and noted the huge parking area at the Kroger shopping center where there is no green space. Mr. Walters stated the proposal has green space allotted within the concept plan, noting a huge part of the property would not be developed. The project would be developed in the spirit of the Avalon center in Alpharetta, would be designed by well-known architect firm Wakefield Beasley, and would be a stark contrast to other strip mall developments in the City providing a unique experience by eliminating large parking lots and provide space for people to gather and mingle. He stated it sits well off of Limestone Parkway or other streets. The applicant requested the application be tabled last month to give them time to consider changes so as not to burden City schools. Mr. Walters stated there no changes to the proposal except the removal of the residential component. The applicant has considered impacts on streams, provided adequate buffers and protections as regulated by the City, EPD and the Army Corps of Engineers. There was an extensive traffic study completed which went up to Enota and Cleveland Highway. The applicant is agreeable to make improvements at the intersections as noted within the proposed zoning conditions with the exception of Limestone Parkway at Beverly Drive since those improvements are needed whether this development occurs or not and he felt the applicant should not be burdened by improvements in which the City is obligated to complete. He stated there is a drop off where the right turn lane is proposed and it would be very expensive to infill the area if there is not enough room for the installation; therefore, the applicant is requesting that intersection be removed from the required improvements. In conclusion, Mr. Walters stated the proposed development would increase the tax base for the City and school system, increase sales tax revenue, and provide quality employment. He commented on the good reputation of the principal applicant Wendell Starke. Mr. Walters reiterated the only concerns of the applicant are the Beverly Drive intersection improvements and the proposed roundabout in condition 11 which would resolve itself during the permitting process. He asked to reserve time for rebuttal.

FAVOR: None

OPPOSE: Otis Sisk, 31 Quarry Street, stated he reviewed the original proposal, compared it to City ordinances, and prepared a petition listing incompatibilities with the ordinances in which now the majority of it is no longer valid with the residential component removed. He stated he was an arborist so his main concern is with the tree law, particularly within the Limestone Parkway Overlay Zone, and felt there was no way to build 33 acres of commercial development without dealing with a mass grading situation. He asked if this was a preliminary plan because the topography could cause environmental concerns if the footprint changed and he did not want to see a duplication of the Kroger development where the tree ordinance was not followed in his opinion. He stated it was great for him as an adjacent property owner to see they are not going to build the single-family homes because the terrain is awful and felt it was a much better development without the denser residential component. He was concerned with the building height of the proposed hotel which is 6 stories, noting the Limestone Parkway Overlay Zone only allows one story according to Section 9-8-3-4 of the Unified Land Development Code. Mr. Sisk stated the tree density does not meet re-establishment standards of a forest. Even though trees would be replanted, it would not be enough to handle the amount of water, oils, and debris going into the retention pond and eventually into Limestone Creek.

Chairman Carter clarified the proposal is a preliminary concept plan and if the request were approved, the developer would complete engineered plans which must meet development standards as part of the plan review process.

Mr. Sisk stated that as a county resident, during the process of circulating his petition, City and County residents alike wondered how the proposed development would affect their property taxes. Chairman Carter stated this Board does not deal with property tax assessments and suggested he contact the Hall County Tax Assessor.

Mark Vantassel, 530 Lakeview Drive, stated his property is adjacent to the residential component which has now been removed from the proposal. He appreciated the proposed green space and non-parking lot and did not have as much of an objection with the residential portion removed. He commented that the commercial component did appear upscale and very nice, but the formerly proposed homes and apartments were not upscale compared to other homes along Lakeview Drive which was his concern and he wondered if he was missing anything. He was concerned with the future use for the remaining acreage after the removal of the residential component and thought it could be green space or park space, but felt the future use should fit the character of the area.

Marie Skinner, 837 Lakeview Drive, stated she was concerned with traffic on Lakeview Drive and was glad to hear the project would not have access on Lakeview, noting it is already an access road similar to Limestone Parkway. She was also concerned with water runoff on Lakeview Drive which does not currently have adequate draining and any additional runoff would make matters worse as the creek already floods during heavy rainfall.

Beverly Nordholz, 1779 Fairview Drive, questioned whether the applicant has any plans to develop the residential component within the County, noting they would not have to annex into the City to develop as a residential area. She hoped if the applicant does plan to develop the residential in the County that the County would use the same courtesy of notifying surrounding property owners as the City did.

Upon inquiry by Chairman Carter, Jim Walters stated he did not have liberty to address any plans in regards to the residential component acreage which was removed from the request.

Planning and Appeals Board Comments: Board Member Simmons agreed with Mrs. Nordholz and felt someone needs to answer the question regarding the remaining acreage so the community is not misled in any way.

Upon inquiry by Board Member Martin, Planning Manager Matt Tate confirmed the remaining acreage is currently zoned Residential-II in Hall County which is a single-family zoning within the County.

Board Member Martin asked if staff was agreeable to the changes in conditions as proposed by Mr. Walters. Mr. Tate stated staff was agreeable with the exception of conditions 10 and 11 which should be kept. In regards to condition 15, even though the commercial component does not touch Lakeview Drive, to be safe he would like to keep a modified version in the conditions.

Board Member Martin asked about the traffic study conditions regarding the Beverly Drive intersection and the roundabout. Mr. Tate stated these conditions were provided by the Public Works Department based on the traffic study and he would not recommend changing or omitting those conditions.

There was a motion to recommend conditional approval of the modified request annexing 33.87± acres for commercial uses only and establishing zoning as Planned Unit Development (P-U-D) with the following conditions:

<u>Conditions</u>

<u>Development Standards</u>

1. **The development standards within the applicant's narrative, concept plan and architectural renderings shall be made part of the zoning ordinance, and shall be subject to the Community Development Director approval. Any zoning conditions adopted as part of this zoning ordinance that conflict with the applicant's narrative, concept plan and architectural renderings shall take precedence over the applicant's development standards.**
2. **Prohibited commercial uses shall include motels or hotels with rooms accessed from the exterior of the building, adult novelty stores, adult entertainment centers, pawn shops, tire stores, auto parts stores, dollar-type stores, massage parlors except for practitioners licensed by the State of Georgia, vaping stores, auto body shops, automobile sales establishments, marine sales or repair stores, automated or non-automated car washes, coin-laundry facilities, truck stops, tattoo parlors, psychics, fortune tellers, clairvoyants and the like. A gas station shall be prohibited except for the proposed outparcel lot at the corner of Jesse Jewell Parkway and Limestone Parkway.**
3. **The proposed erosion control and water quality measures for the development shall at minimum meet the Georgia Storm Water Management Manual requirements. The developer shall also construct additional bioretention facilities within the development strategically designed and located to minimize sedimentation and to filter runoff from yards, pavement, and buildings, with the goal of minimizing the amount of unfiltered runoff, fertilizer, and other contaminants entering Lake Lanier from the development. The City of Gainesville shall approve the final design of all water quality measures.**
4. **All service areas, loading areas, ground or roof top HVAC equipment shall be screened from view from all adjacent residential uses, public and private roads.**

Transportation / Traffic

5. **All required access/traffic/sidewalk improvements associated with the proposed development shall be reviewed and approved by the Georgia Department of Transportation and the Gainesville Public Works Director and any additional improvements shall be at the full expense of the Developer.**

6. **The Developer shall meet all requirements of the Georgia Department of Transportation, but at a minimum shall construct the following roadway improvements identified in the Traffic Impact Study dated March 29, 2018:**

   a) **Limestone Parkway at Beverly Road – Construction of a separate eastbound exclusive right turn lane on Beverly Road. A protected/permissive left turn phasing for the northbound left turn volume on Limestone Parkway will need to be evaluated and submitted for review and approval by the Georgia Department of Transportation.**

   b) **Limestone Parkway at Kroger Access – An addition of the fourth approach for the Limestone Greenway site will need to be approved and permitted by the Georgia Department of Transportation. The existing northbound U-turn lane on Limestone Parkway will be restriped as a left turn lane. The signal at the intersection will need to be upgraded for the addition of the fourth approach. The existing southbound right turn lane and northbound left turn lane should be lengthened to satisfy Georgia Department of Transportation auxiliary lane length standards. A protected/permissive left turn phasing for the northbound left turn lane will need to be evaluated and submitted for review and approval by the Georgia Department of Transportation.**

   c) **Limestone Parkway at Jesse Jewell Parkway – An addition of a southbound right turn lane on Limestone Parkway in order to accommodate a shared through/right plus a new exclusive right turn lane. Overlap phasing of the intersection will need to be evaluated and submitted for review and approval by the Georgia Department of Transportation.**

7. **In addition to the identified roadway improvements, the newly constructed Limestone Greenway roadway should include either a center turn lane or a raised median with left turn lanes into the retail access.**

8. **The proposed cul-de-sac shown on the concept plan shall be designed and constructed as a roundabout per approval of the Gainesville Public Works Director.**

9. **Improvements at the signalized intersections should include video detection and fiber connection to the City's ITS facility.**

10. **All new streets, alleys, driveways and sidewalks shall meet the standards within Article 9-13-10 of the City's Unified Land Development Code, but shall be privately maintained.**

11. **All new streets shall include a minimum 5' sidewalk along both sides of the street, in accordance with Section 9-13-9-26 of the City's Unified Land Development Code.**

12. **There shall be no access allowed from the subject property onto Lakeview Drive.**

Motion made by Board Member Martin
Motion seconded by Board Member White
Vote – 5 favor, 1 opposed (Thompson), 1 absent (Delgado)

Passed: ______________

<u>AN ORDINANCE</u>

No. 2018-

AN ORDINANCE ANNEXING A 33.87± ACRES TRACT LOCATED ON THE SOUTHWEST SIDE OF THE INTERSECTION OF JESSE JEWELL PARKWAY AND LIMESTONE PARKWAY (A/K/A 0 AND 2065 LIMESTONE PARKWAY); ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE, GEORGIA; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to City Limit Boundary)

WHEREAS, a 33.87± acres tract located on the southwest side of the intersection of Jesse Jewell Parkway and Limestone Parkway (a/k/a **0 and 2065 Limestone Parkway**), lies within the unincorporated lands of Hall County and adjoins the existing corporate limits of the City of Gainesville; and

WHEREAS, the hereinafter described lands be incorporated and annexed into the City of Gainesville.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

<u>SECTION I.</u>

That from and after the passage of this Ordinance the following described lands are and shall be annexed into the existing corporate limits of the City of Gainesville, Georgia, so that said lands shall constitute a part of the land within the corporate limits of the City of Gainesville, Georgia, as fully and completely as if the limits had been so defined by the General Assembly of Georgia.

<u>Legal Description</u>

All that tract or parcel of land lying land lots 122 & 133 9th district of Hall County, Georgia as shown on a “Annexation Plat”, being Tract 1 prepared by Patton Land Surveying, LLC for Limestone Greenway, LLC dated 2/16/2017, last revised 5/31/2018 and being more particularly described as follows:

Commencing at the right-of-way Intersection (R/W) of Jesse Jewell Parkway (having a varying right-of- way width) and Limestone Parkway (having a varying right-of-way width), said point being the TRUE POINT OF BEGINNING.

Thence following the right-of-way of Jesse Jewell Parkway the following courses:
Thence South 27 degrees 30 minutes 04 seconds West for a distance of 325.00 feet to a point;
Thence North 32 degrees 02 minutes 00 seconds West for a distance of 98.62 feet to a point;
Thence South 27 degrees 30 minutes 04 seconds West for a distance of 60.36 feet to a point;

Thence leaving Jesse Jewell Parkway the following courses:
Thence North 29 degrees09 minutes 40 seconds West for a distance of 416.10 feet to a point;
Thence North 29 degrees 42 minutes 55 seconds West for a distance of 432.72 feet to a point;
Thence South 75 degrees 46 minutes 52 seconds West for a distance of 395.82 feet to a point;
Thence South 71 degrees 41 minutes 48 seconds West for a distance of 206.35 feet to a point;
Thence South 60 degrees 52 minutes 53 seconds West for a distance of 257.35 feet to a point;
Thence North 41 degrees 44 minutes 36 seconds West for a distance of 126.54 feet to a point;
Thence North 18 degrees 24 minutes 41 seconds West for a distance of 324.15 feet to a point;
Thence North 14 degrees 14 minutes 40 seconds East for a distance of 56.44 feet to a point;
Thence North 72 degrees 32 minutes 47 seconds East for a distance of 50.00 feet to a point;
Thence North 16 degrees 39 minutes 05 seconds West for a distance of 250.21 feet to a point;
Thence North 31 degrees 22 minutes 34 seconds East for a distance of 129.26 feet to a point;
Thence North 46 degrees 13 minutes 17 seconds West for a distance of 103.35 feet to a point;
Thence South 73 degrees 39 minutes 00 seconds West for a distance of 106.62 feet to a point;
Thence North 16 degrees 21 minutes 00 seconds West for a distance of 356.10 feet to a point;
Thence North 59 degrees 46 minutes 23 seconds East for a distance of 1028.00 feet to a point on the westerly right-of-way of Limestone Parkway (having a varying right-of-way width).
Thence following the westerly right-of-way of Limestone Parkway the following courses: Thence South 08 degrees 26 minutes 16 seconds East for a distance of 192.50 feet to a point;
Thence along a curve to the left having a radius of 2939.80 feet and an arc length of 210.82 feet, being subtended by a chord of South 10 degrees 29 minutes 31 seconds East for a distance of 210.77 feet to a point;
Thence South 77 degrees 27 minutes 13 seconds West for a distance of 25.00 feet to a point;
Thence along a curve to the left having a radius of 2964.80 feet and an arc length of 41.40 feet, being subtended by a chord of South 12 degrees 56 minutes 47 seconds East for a distance of 41.40 feet to a point;
Thence North 76 degrees 39 minutes 13 seconds East for a distance of 25.00 feet to a point;
Thence along a curve to the left having a radius of 2939.80 feet and an arc length of 492.57 feet, being subtended by a chord of South 18 degrees 08 minutes 47 seconds East for a distance of 491.99 feet to a point;
Thence South 67 degrees 03 minutes 13 seconds West for a distance of 25.00 feet to a point;
Thence along a curve to the left having a radius of 2964.80 feet and an arc length of 51.75 feet, being subtended by a chord of South 23 degrees 26 minutes 47 seconds East for a distance of 51.75 feet to a point;
Thence North 66 degrees 03 minutes 13 seconds East for a distance of 25.00 feet to a point;
Thence along a curve to the left having a radius of 2939.80 feet and an arc length of 140.70 feet, being subtended by a chord of South 25 degrees 19 minutes 03 seconds East for a distance of 140.69 feet to a point;
Thence South 26 degrees 41 minutes 19 seconds East for a distance of 220.56 feet to a point;
Thence along a curve to the left having a radius of 1220.93 feet and an arc length of 762.14 feet, being subtended by a chord of South 44 degrees 34 minutes 18 seconds East for a distance of 749.83 feet to a point;
Thence South 18 degrees 07 minutes 39 seconds East for a distance of 111.42 feet to a point; and said point being the POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record. Said property contains 33.87 acres more or less.

The annexation is to include all that portion of right-of-way known as Limestone Parkway and Jesse Jewell Parkway located between the subject property and the existing city limits of Gainesville.

SECTION II.

The Secretary to the City Council of the City of Gainesville is directed to make and file with the Department of Community Affairs of the State of Georgia a certified copy of this Ordinance together with a plat describing lands annexed to the City of Gainesville by this Ordinance.

SECTION III.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION IV.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION V.

The effective date of this Ordinance shall be upon approval by the governing authority of the City of Gainesville, Georgia.

____

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

____

Denise O. Jordan, City Clerk

Passed: _______________

<u>AN ORDINANCE</u>

No. 2018-

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON A 33.87± ACRES TRACT LOCATED ON THE SOUTHWEST SIDE OF THE INTERSECTION OF JESSE JEWELL PARKWAY AND LIMESTONE PARKWAY (A/K/A 0 AND 2065 LIMESTONE PARKWAY) AT THE TIME OF ANNEXATION AS PLANNED UNIT DEVELOPMENT, WITH CONDITIONS (P-U-D-c); REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

(Amendment to Zoning Map)

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

<u>SECTION I.</u>

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **Planned Unit Development, with conditions (P-U-D-c)**.

<u>Conditions</u>

<u>Development Standards</u>

1. **The development standards within the applicant's narrative, concept plan and architectural renderings shall be made part of the zoning ordinance, and shall be subject to the Community Development Director approval. Any zoning conditions adopted as part of this zoning ordinance that conflict with the applicant's narrative, concept plan and architectural renderings shall take precedence over the applicant's development standards.**
2. **Prohibited commercial uses shall include motels or hotels with rooms accessed from the exterior of the building, adult novelty stores, adult entertainment centers, pawn shops, tire stores, auto parts stores, dollar-type stores, massage parlors except for practitioners licensed by the State of Georgia, vaping stores, auto body shops, automobile sales establishments, marine sales or repair stores, automated or non-automated car washes, coin-laundry facilities, truck stops, tattoo parlors, psychics, fortune tellers, clairvoyants and the like. A gas station shall be prohibited except for the proposed outparcel lot at the corner of Jesse Jewell Parkway and Limestone Parkway.**
3. **The proposed erosion control and water quality measures for the development shall at minimum meet the Georgia Storm Water Management Manual requirements. The**

developer shall also construct additional bioretention facilities within the development strategically designed and located to minimize sedimentation and to filter runoff from yards, pavement, and buildings, with the goal of minimizing the amount of unfiltered runoff, fertilizer, and other contaminants entering Lake Lanier from the development. The City of Gainesville shall approve the final design of all water quality measures.

4. **All service areas, loading areas, ground or roof top HVAC equipment shall be screened from view from all adjacent residential uses, public and private roads.**

<u>Transportation / Traffic</u>

5. **All required access/traffic/sidewalk improvements associated with the proposed development shall be reviewed and approved by the Georgia Department of Transportation and the Gainesville Public Works Director and any additional improvements shall be at the full expense of the Developer.**

6. **The Developer shall meet all requirements of the Georgia Department of Transportation, but at a minimum shall construct the following roadway improvements identified in the Traffic Impact Study dated March 29, 2018:**

   a) **Limestone Parkway at Beverly Road – Construction of a separate eastbound exclusive right turn lane on Beverly Road. A protected/permissive left turn phasing for the northbound left turn volume on Limestone Parkway will need to be evaluated and submitted for review and approval by the Georgia Department of Transportation.**

   b) **Limestone Parkway at Kroger Access – An addition of the fourth approach for the Limestone Greenway site will need to be approved and permitted by the Georgia Department of Transportation. The existing northbound U-turn lane on Limestone Parkway will be restriped as a left turn lane. The signal at the intersection will need to be upgraded for the addition of the fourth approach. The existing southbound right turn lane and northbound left turn lane should be lengthened to satisfy Georgia Department of Transportation auxiliary lane length standards. A protected/permissive left turn phasing for the northbound left turn lane will need to be evaluated and submitted for review and approval by the Georgia Department of Transportation.**

   c) **Limestone Parkway at Jesse Jewell Parkway – An addition of a southbound right turn lane on Limestone Parkway in order to accommodate a shared through/right plus a new exclusive right turn lane. Overlap phasing of the intersection will need to be evaluated and submitted for review and approval by the Georgia Department of Transportation.**

7. **In addition to the identified roadway improvements, the newly constructed Limestone Greenway roadway should include either a center turn lane or a raised median with left turn lanes into the retail access.**

8. **The proposed cul-de-sac shown on the concept plan shall be designed and constructed as a roundabout per approval of the Gainesville Public Works Director.**

9. **Improvements at the signalized intersections should include video detection and fiber connection to the City's ITS facility.**

10. **All new streets, alleys, driveways and sidewalks shall meet the standards within Article 9-13-10 of the City's Unified Land Development Code, but shall be privately maintained.**
11. **All new streets shall include a minimum 5' sidewalk along both sides of the street, in accordance with Section 9-13-9-26 of the City's Unified Land Development Code.**
12. **There shall be no access allowed from the subject property onto Lakeview Drive.**

Legal Description

All that tract or parcel of land lying land lots 122 & 133 9th district of Hall County, Georgia as shown on a "Annexation Plat", being Tract 1 prepared by Patton Land Surveying, LLC for Limestone Greenway, LLC dated 2/16/2017, last revised 5/31/2018 and being more particularly described as follows:

Commencing at the right-of-way Intersection (R/W) of Jesse Jewell Parkway (having a varying right-of- way width) and Limestone Parkway (having a varying right-of-way width), said point being the TRUE POINT OF BEGINNING.

Thence following the right-of-way of Jesse Jewell Parkway the following courses:
Thence South 27 degrees 30 minutes 04 seconds West for a distance of 325.00 feet to a point;
Thence North 32 degrees 02 minutes 00 seconds West for a distance of 98.62 feet to a point;
Thence South 27 degrees 30 minutes 04 seconds West for a distance of 60.36 feet to a point;

Thence leaving Jesse Jewell Parkway the following courses:
Thence North 29 degrees09 minutes 40 seconds West for a distance of 416.10 feet to a point;
Thence North 29 degrees 42 minutes 55 seconds West for a distance of 432.72 feet to a point;
Thence South 75 degrees 46 minutes 52 seconds West for a distance of 395.82 feet to a point;
Thence South 71 degrees 41 minutes 48 seconds West for a distance of 206.35 feet to a point;
Thence South 60 degrees 52 minutes 53 seconds West for a distance of 257.35 feet to a point;
Thence North 41 degrees 44 minutes 36 seconds West for a distance of 126.54 feet to a point;
Thence North 18 degrees 24 minutes 41 seconds West for a distance of 324.15 feet to a point;
Thence North 14 degrees 14 minutes 40 seconds East for a distance of 56.44 feet to a point;
Thence North 72 degrees 32 minutes 47 seconds East for a distance of 50.00 feet to a point;
Thence North 16 degrees 39 minutes 05 seconds West for a distance of 250.21 feet to a point;
Thence North 31 degrees 22 minutes 34 seconds East for a distance of 129.26 feet to a point;
Thence North 46 degrees 13 minutes 17 seconds West for a distance of 103.35 feet to a point;
Thence South 73 degrees 39 minutes 00 seconds West for a distance of 106.62 feet to a point;
Thence North 16 degrees 21 minutes 00 seconds West for a distance of 356.10 feet to a point;
Thence North 59 degrees 46 minutes 23 seconds East for a distance of 1028.00 feet to a point on the westerly right-of-way of Limestone Parkway (having a varying right-of-way width).
Thence following the westerly right-of-way of Limestone Parkway the following courses: Thence South 08 degrees 26 minutes 16 seconds East for a distance of 192.50 feet to a point;
Thence along a curve to the left having a radius of 2939.80 feet and an arc length of 210.82 feet, being subtended by a chord of South 10 degrees 29 minutes 31 seconds East for a distance of 210.77 feet to a point;
Thence South 77 degrees 27 minutes 13 seconds West for a distance of 25.00 feet to a point;
Thence along a curve to the left having a radius of 2964.80 feet and an arc length of 41.40 feet, being subtended by a chord of South 12 degrees 56 minutes 47 seconds East for a distance of 41.40 feet to a point;
Thence North 76 degrees 39 minutes 13 seconds East for a distance of 25.00 feet to a point;

Thence along a curve to the left having a radius of 2939.80 feet and an arc length of 492.57 feet, being subtended by a chord of South 18 degrees 08 minutes 47 seconds East for a distance of 491.99 feet to a point;
Thence South 67 degrees 03 minutes 13 seconds West for a distance of 25.00 feet to a point;
Thence along a curve to the left having a radius of 2964.80 feet and an arc length of 51.75 feet, being subtended by a chord of South 23 degrees 26 minutes 47 seconds East for a distance of 51.75 feet to a point;
Thence North 66 degrees 03 minutes 13 seconds East for a distance of 25.00 feet to a point;
Thence along a curve to the left having a radius of 2939.80 feet and an arc length of 140.70 feet, being subtended by a chord of South 25 degrees 19 minutes 03 seconds East for a distance of 140.69 feet to a point;
Thence South 26 degrees 41 minutes 19 seconds East for a distance of 220.56 feet to a point;
Thence along a curve to the left having a radius of 1220.93 feet and an arc length of 762.14 feet, being subtended by a chord of South 44 degrees 34 minutes 18 seconds East for a distance of 749.83 feet to a point;
Thence South 18 degrees 07 minutes 39 seconds East for a distance of 111.42 feet to a point; and said point being the POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record. Said property contains 33.87 acres more or less.

The annexation is to include all that portion of right-of-way known as Limestone Parkway and Jesse Jewell Parkway located between the subject property and the existing city limits of Gainesville.

SECTION II.

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III.

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION IV.

This Ordinance is enacted as an amendment to the Code of the City of Gainesville, Georgia, and is to be codified as a part of Section 9-1-1-5.

SECTION V.

The effective date of this Ordinance shall be upon approval by the governing authority of the City of Gainesville, Georgia.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE
NARRATIVE REPORT
REGARDING
LIMESTONE GREENWAY

ANNEXATION AND REZONING PETITION FOR 33.87 ACRES OF LAND AT THE INTERSECTION OF JESSE JEWELL PARKWAY AND LIMESTONE PARKWAY IN GAINESVILLE, HALL COUNTY, GEORGIA
PROPERTY OWNER: Limestone Greenway, LLC.
APPLICANT: Limestone Greenway, LLC.
REQUESTED ZONING: PLANNED UNIT DEVELOPMENT (PUD)

LIMESTONE GREENWAY

EST. 2018

FACT SHEET

OVERVIEW

The proposed development is a +/-33.87 acre mixed land-use development in Hall County, Georgia. The applicant proposes the site be annexed into the City of Gainesville and zoned as a Planned Unit Development (PUD) with a focus on commercial development, professional office facilities. The site is located within the Limestone Parkway Overlay District and along a Gateway Corridor as designated by the City of Gainesville. The plans shown herein are conceptual in nature and may change as market conditions warrant.

LOCATION

The site is located west of Interstate 985 at the intersection of Limestone Parkway and Jesse Jewell Parkway.

SIZE

Total property size is +/-33.87 acres.

COMMERCIAL/OFFICE DEVELOPMENT

Limestone Greenway will include up to 189,300 square feet of commercial/office space/hotel similar to the design concepts in Exhibit "C." There is also a +/-3.04 acre out parcel at the corner of Limestone Parkway and Jesse Jewell Parkway with proposed free-standing retail similar to the design concepts in Exhibit "D."

LIMESTONE GREENWAY

EST. 2018

I. INTRODUCTION

This application seeks approval of the Gainesville City Council to annex into the city limits of Gainesville and to rezone as PUD the 33.87 acre tract located at the intersection of Jesse Jewell Parkway and Limestone Parkway. The legal description for all tracts (hereinafter "Property") is attached hereto as Exhibit “A”. The subject property lies to the west of 1-985 and is on the southwest intersection of Limestone Parkway and Jesse Jewell Parkway. It is located within the Limestone Parkway Overlay District and along a Gateway Corridor (Jesse Jewell Parkway). The subject property is located along the City's Bus Route 2, at the intersection of two Major Arterials (Jesse Jewell Parkway and Limestone Parkway), and is contained in an emerging commercial/mixed-use corridor referred to as "New Holland Market" as denoted and mapped in the City of Gainesville's 2030 Comprehensive Plan. The subject property is also located within a 1.5 mile radius of Gainesville Middle School and New Holland Core Knowledge Academy, as well as Riverbend Elementary School and Lakeview Academy. Several medical facilities are located within a mile radius of the subject property. The subject property is also flanked by two corridors that are "Areas with Significant Infill Opportunities," as designated on the City's Comprehensive Plan. The applicant is requesting a zoning designation of Planned Unit Development (PUD) in order to provide a mix of uses including neighborhood commercial and others. The request will also comply with the vision and opportunities of the City of Gainesville 2030 Comprehensive Plan and the Economic Gateway Corridor.

II. APPLICANT DESCRIPTION

Limestone Greenway, LLC is a private, family owned company represented by Wendell M. Starke. Mr. Wendell Starke graduated Summa Cum Laude from Auburn University in 1963 and received his Masters of Business Administration from Auburn University in 1964. For the next 35 years, he worked in the investment management field. In 1978, he co-founded INVESCO Capital Management, Inc., which grew to become one of the world’s largest investment management firms. He served as President and Chief Investment Officer from 1978 to 1992 and as Chairman and CEO from 1992 to 1997. He retired as Chairman of INVESCO, Inc., in 1999.

In 1990, he developed the Pristine Springs Ranch in Idaho, a cattle business and fish farm that produced more than fifteen million pounds of trout and tilapia per year. He operates radio stations in Idaho and Oregon. He is active in real estate development in Idaho, Georgia and North Carolina.

Mr. Starke resides in Gainesville, Georgia. His two daughters live in Twin Falls, Idaho and operate businesses. His son lives in Johns Creek, Georgia, and manages real estate for The Starke Companies.

Real Estate Development
City View Center, Gainesville, GA
Marina Bay on Lake Lanier, lake front gated community, Hall County, GA
Mundy Mill, Mixed Use Development, Gainesville, GA
Three Creeks Cattle, Stream Mitigation Bank, Hall Co., GA
Retail Shopping Center – GA 400 and Hwy. 53, Dawsonville, GA
Lanier Club Apartments, Gainesville, GA
Hope Valley Farm, Mixed Use Development, Durham, NC
South Hampton Condominium Development, Twin Falls, ID

Education
Auburn University, Bachelor and Master of Business Administration
Chartered Financial Analyst
Chartered Investment Counselor

Current Affiliations, Civic and Charitable Organizations
Pristine Springs Ranch, Owner
FM Idaho Co. and Locally Owned Radio Co., Manager
Eagle Ranch, Advisory Board Member

Previous Affiliations
INVESCO, Inc., President, Chief Investment Officer, Chairman and CEO
YMCA of Georgia, Chairman and Life Member
Atlanta Society of Financial Analysts, President
Boys & Girls Town, Board Member and Chairman of Fund for Needy Children

LIMESTONE GREENWAY
EST. 2018

III. PROPOSED USES

The subject property will serve as an economic development gateway to the City of Gainesville. The owner/applicant intends to develop the subject property in a manner consistent with a Planned Unit Development, with commercial and professional office. The applicant, Limestone Greenway, LLC, proposes to construct a community featuring a commercial area, complete with major and junior retail anchors and associated parking; with potential hotel, small retail shop space, along with one outparcel opportunity suitable for small commercial/retail or restaurant use along Jesse Jewell Parkway. This Planned Unit Development proposes multi-land use (different land uses situated next to one another), not necessarily, but not excluding, mixed use development, to be interconnected and interrelated. Exhibit "B" is a conceptual plan for the proposed subject property. The square footage is approximate, but not limited, to those outlined as follows:

- Retail/Commercial/Professional Office 189,300 SF
    - Limestone Greenway, LLC would like to reserve the right to modify the building locations, drives, parking areas and building dimensions shown on Exhibit “B” to accommodate market demand so long as the maximum square footages and parking ratios stated herein are maintained.

- Outparcel 3.04 acres with retail

LIMESTONE GREENWAY
EST. 2018

IV. DESIGN GUIDELINES

A. Signage

Limestone Greenway, LLC's development objective is to create Gainesville/Hall County's newest mixed-use development. Signage is critical to this objective. Accordingly, signage throughout the development will be uniform and consistent. Each sign, whether a small wayfinding interior sign or a large monument or project identification sign, will be architecturally consistent and lit or back-lit as often as possible. Please see Exhibit "G" for proposed sign locations. Limestone Greenway, LLC would submit specific sign dimensions prior to the Planning and Appeals Board hearing. The applicant would like to further reserve the right to modify the attached sign location plan as necessary while adhering to the community development theme.

B. General Architectural Guidelines

- The architectural style shall be in accordance with the following:
- Exterior building materials shall include, but not be limited to brick masonry, stone masonry, split-face block masonry, EIFS, wood or cement board siding.
- Architectural elements shall be reasonably consistent throughout the development. However, with different property uses, there will naturally be different exterior elevation designs. Exhibits "C", "D", "E" and "F" depict proposed conceptual elevations of the buildings.
- Dumpsters, compactors, and similar equipment will be screened.
- Due to the extreme topographic nature of the site – the potential Hotel or Office buildings the maximum building height will be up to 6 stories.

B. General Architectural Guidelines (continued)

- Building Setbacks shall be defined for each specific use (front setback along proposed road as shown on site plan shall be 15 feet).

- Lighting from building, parking, and landscape lighting will be contained within the bounds of the subject property. Extra care will be taken when the outer perimeter subject property abuts an existing residential property.

E. Parking & Entrance/Exit Roads

Parking requirements shall meet or exceed the City of Gainesville parking requirements as to number of spaces, size and accessible spaces as it relates to the following: commercial, lodging/hotel, retail office, commercial-excluding outparcels. The overall commercial parking requirements will be met.

Main entrance to the development shall occur at the existing major signalized intersect on Limestone Parkway and Kroger rear access drive of The New Holland Market development. A right in/right out traffic pattern shall occur at the 3.04 acre out parcel on Limestone Parkway and Jessie Jewell Parkway.

An updated traffic study is provided by Marc R. Acampora, PE, LLC.

F. Detention

All storm water detention shown on the site plan are preliminary and general in design. The owner/applicant may vary these ponds (in number, size, or location) from the attached concept plan so long as the changes are consistent with applicable land codes.

G. Landscaping and Buffers

As shown on the site plan, a 25-foot buffer is planed adjacent to the existing residential uses and a 15-foot buffer adjacent to like use properties. The existing streams that traverse the property will maintain local and state required buffers. Landscaping shall be professionally designed and professionally maintained.

H. Overlay Zone Requirements

Limestone Parkway Overlay Zone

The property, when annexed into the city of Gainesville, will fall within the Limestone Parkway Overlay Zone. The Overlay requirements address retaining walls, architecture, storm water detention, mass grading and multiple site development standards. It is stated in the Limestone Overlay as follows:

Limestone Parkway Overlay Zone (continued)

"The purpose of the Limestone Parkway Overlay Zone is to provide special design requirements for those properties located within the zone, regardless of their zoning classification, in order to maintain a consistent appearance along the parkway and throughout the zone. The intent of this zone is to create an identity for the area that will enhance its economic vitality and protect the value of properties within the zone."

PUD – Planned Unit Development

It is the intent of the Planned Unit Development (PUD) to meet the spirit of the overlay zone while establishing development guidelines which allow development in a manner which balance extreme topographic challenges, existing architectural elements (New Holland Mill), and limited access requirements on Limestone Parkway and Jesse Jewell Parkway. The entire retail site will be mass graded with resulting slopes in the 2%-8% ranges in building areas, parking areas and driveways. Embankments will not exceed 2:1 slope. Retaining walls will be 2' -30' in height to provide access and development of the site walls will be visible from the street and will have a split face block appearance with colors enhancing and playing off architectural elements in the development.

PUD – Planned Unit Development (continued)

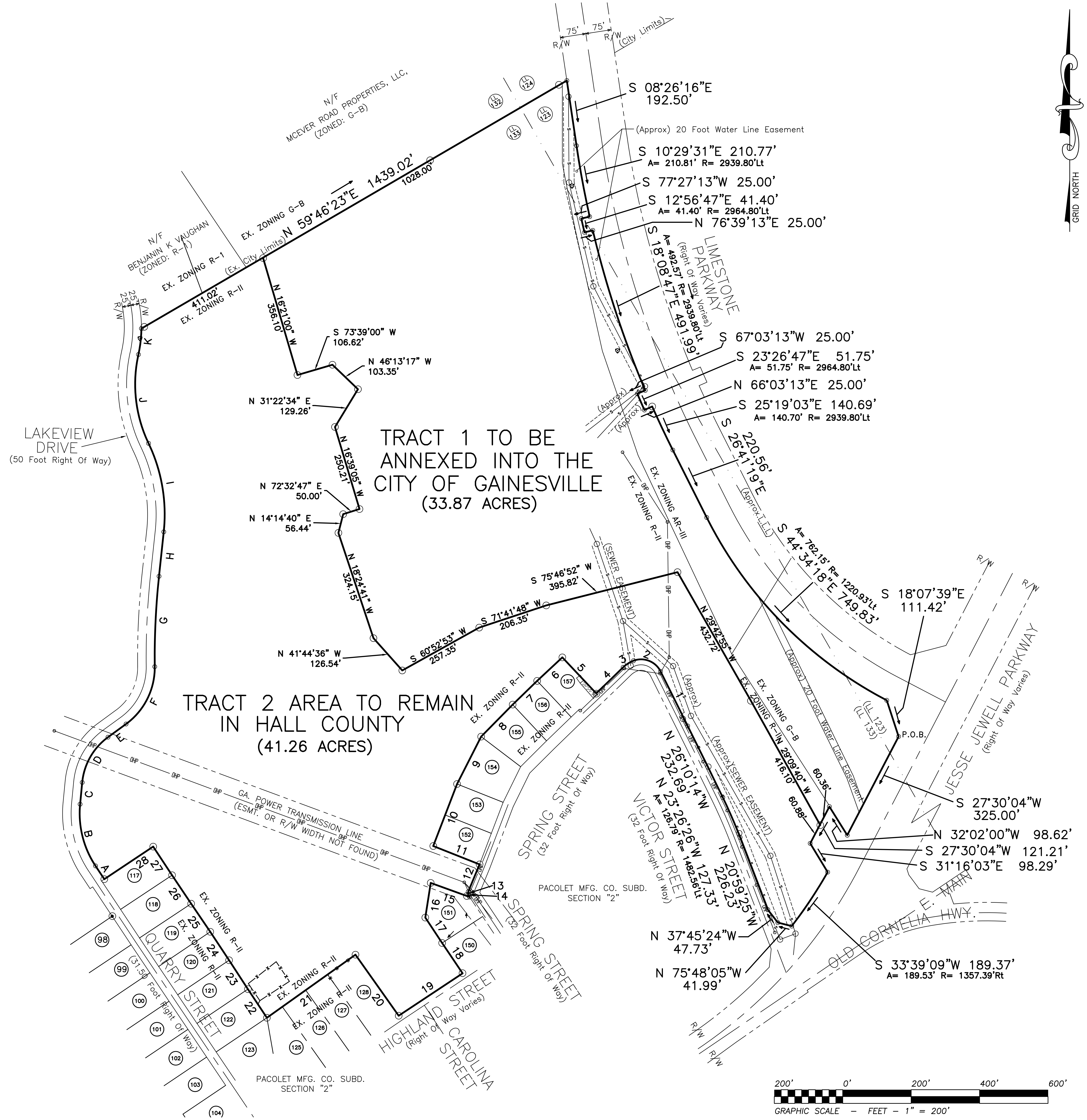
Parking will be located in areas to meet retail requirements and may be in front of buildings. Storm water detention ponds will be above grade in areas dictated by terrain and may be in front of, beside, or behind buildings and will be designed as a landscape feature if visible from road, driveway or parking areas. The site will be professionally landscaped to minimize the view of parking, soften walls, break up parking fields, and blend storm water ponds into the site development. Due to parking requirements and the development scale, the maximum impervious area will be in will be consistent with what the City of Gainesville currently allows for within all nonresidential and residential zoning districts. Storm water management will be designed per applicable codes.

V. CONCLUSION

The applicant respectfully requests that the annexation and rezoning application be approved.

TRACT "1"

1	N 26°27'03"W	177.99'
2	N 68°33'15"W	84.98'
	A=93.16' R=63.31'Lt	
3	S 57°25'37"W	35.81'
	A=36.06' R=87.08'Lt	
4	S 45°59'41"W	109.52'
	A=109.52' R=7263.36'Rt	
5	N 43°14'43"W	144.37'
6	S 46°59'35"W	100.64'
7	S 45°55'49"W	99.65'
8	S 44°31'36"W	131.32'
9	S 26°58'41"W	155.32'
10	S 20°59'30"W	194.04'
11	S 68°21'37"E	145.44'
12	S 22°24'33"W	86.39'
13	S 04°24'53"W	9.53'
14	S 38°34'33"E	7.73'
15	N 70°03'59"W	121.03'
16	S 08°53'27"W	102.51'
17	S 33°32'14"E	89.14'
18	S 34°01'36"E	106.91'
19	S 56°27'28"W	224.13'
20	N 35°20'33"W	218.08'
21	S 54°37'32"W	317.66'
22	N 33°34'16"W	100.44'
23	N 33°07'12"W	100.76'
24	N 33°29'23"W	99.66'
25	N 34°13'24"W	99.25'
26	N 33°50'06"W	100.21'
27	N 33°24'38"W	100.11'
28	S 56°22'35"W	171.67'
A	N 33°33'06"W	46.43'
B	N 14°01'08"W	185.80'
	A=189.45' R=277.86'Rt	
C	N 05°31'10"E	63.92'
D	N 29°41'21"E	152.17'
	A=156.78' R=185.79'Rt	
E	N 53°51'52"E	65.35'
F	N 26°35'27"E	187.41'
	A=194.68' R=204.48'Lt	
G	N 02°41'59"E	264.26'
	A=264.41' R=2239.31'Rt	
H	N 06°04'57"E	130.59'
I	N 09°44'22"W	262.43'
I	A=265.79' R=481.26'Lt	
J	N 06°30'47"W	261.13'
	A=266.00' R=400.07'Rt	
K	N 06°33'40"E	76.46'
	A=76.60' R=367.35'Lt	



ANNEXATION EXHIBIT FOR:

LIMESTONE GREENWAY, LLC.

– LOCATED IN –
LAND LOTS 123 & 133
9TH LAND DISTRICT
HALL COUNTY, GEORGIA

REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 256
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
FAX: (770) 532-1995
www.pattonsurveying.com
PATTON LAND SURVEYING, LLC
DRAFTED BY: C.M.P.
CHECKED BY: C.M.P.
GEORGIA REGISTERED PROFESSIONAL No. 2647 LAND SURVEYOR CHRIS M. PATTON
HALL COUNTY SURVEYOR

REVISIONS:
DATE: 05/31/2018
TRACT AREAS

SHEET NUMBER: 1 of 1
SCALE: 1" = 200'
EXHIBIT DATE: 02/16/2017
17-036-ZONING-EXHIBIT.dwg
JN. 17-036

① PROPOSED AREA TO BE ANNEXED INTO THE CITY OF GAINESVILLE: TOTAL COMMERCIAL/OFFICE SITE: 33.87 ACRES TOTAL (INCLUDES 3.04 ACRE OUT PARCEL) TOTAL COMMERCIAL/OFFICE SITE: COMMERCIAL SQ. FT. = 189,300 TOTAL PARKING PROVIDED = 902

② PROPOSED AREA TO REMAIN IN HALL COUNTY: 41.25 ACRES

WATER SUPPLY: CITY OF GAINESVILLE
SEWER SUPPLY: CITY OF GAINESVILLE

REGISTERED PROFESSIONAL LAND SURVEYORS
P.O. BOX 256
GAINESVILLE, GA. 30503
PHONE: (770) 532-6492
FAX: (770) 532-1995
www.pattonsurveying.com
PATTON LAND SURVEYING, LLC

GEORGIA REGISTERED PROFESSIONAL No. 2647 LAND SURVEYOR CHRIS M. PATTON
HALL COUNTY SURVEYOR

MIXED USE PLAN FOR:
LIMESTONE GREENWAY
– L O C A T E D IN –
LAND LOTS 123 & 133
9TH LAND DISTRICT
HALL COUNTY, GEORGIA

REVISIONS

No.	DATE	DESCRIPTION
1	06/11/2018	PROJECT AREAS

SHEET NUMBER: 1 of 1
SCALE: NOT TO SCALE
PLAT DATE: 02/23/2018
Concept/17-036.01.dwg
JN. 17-036

LIMESTONE GREENWAY

EST. 2018

EXHIBIT C

Commercial
Design Concepts
(Retail/Office/Hotel)

RETAIL DESIGN CONCEPTS

RETAIL DESIGN CONCEPTS

RETAIL DESIGN CONCEPTS

COMMERCIAL OFFICE DESIGN CONCEPTS

COMMERCIAL OFFICE DESIGN CONCEPTS

HOTEL DESIGN CONCEPTS

LIMESTONE GREENWAY

EST. 2018

EXHIBIT D

Commercial
Design Concepts
(Free-Standing Retail)

Free-Standing Retail Design Concepts

Free-Standing Retail Design Concepts

LIMESTONE GREENWAY

EST. 2018

EXHIBIT G

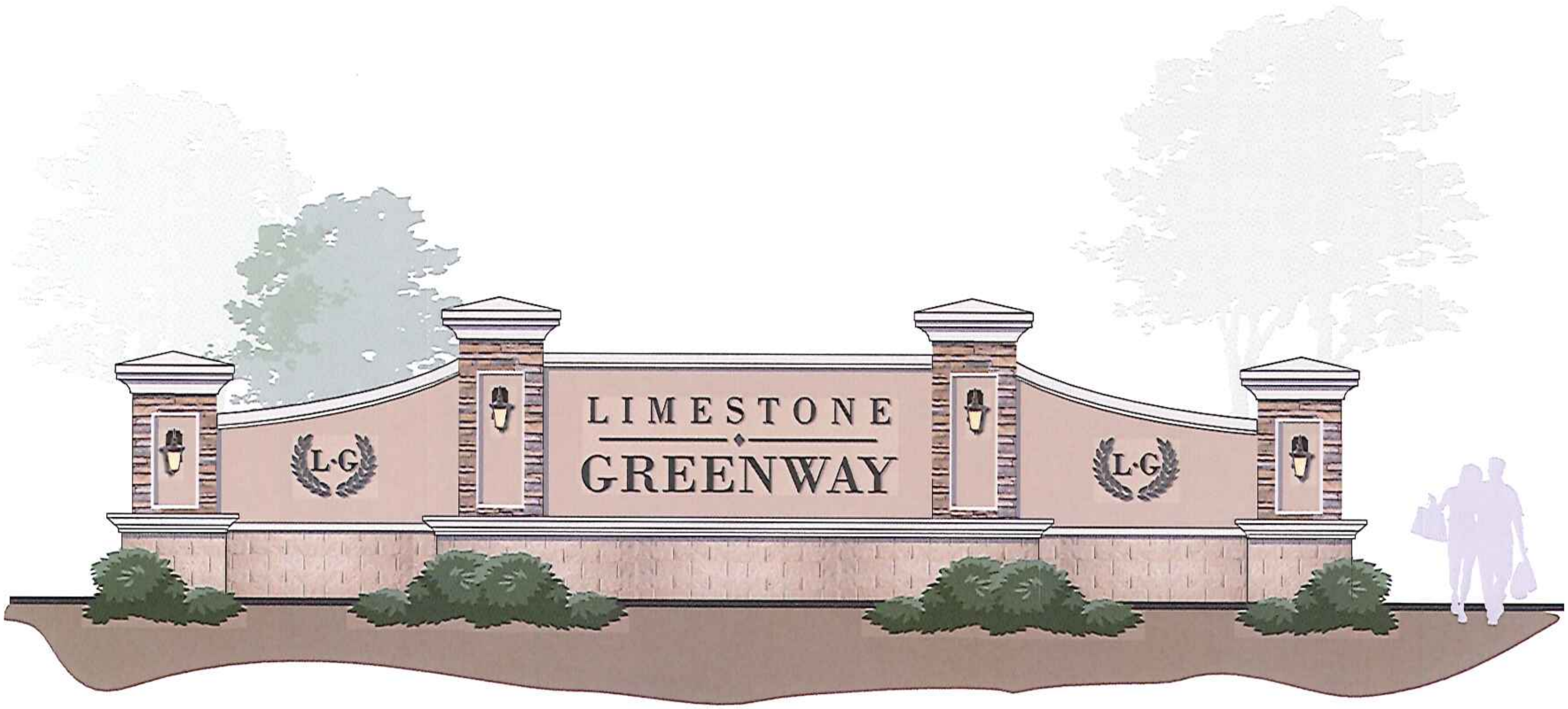
Sign Concepts

Limestone Greenway

Gainesville, GA

Preliminary Concepts March.2018

ATLANTIC
SIGN & GRAPHICS, INC.
"Where form and function come together!"
5235 POPLAR STREET BUFORD, GEORGIA 30518
TEL: 770-614-6613 FAX: 770-614-5893



PRIMARY PARK IDENTIFICATION • Front View / Elevation Rendering
SCALE: 1/4" = 1' 0" • For Presentation

CLIENT

Limestone Greenway

4038 Chestatee Rd
Gainesville, GA 30506

JOB INFO

Date: 03/16/2018
Sales: Jeff Williamson
P.M.: Mark Dunford
Designer: Lauren Schultz

REVISION HISTORY

Date - Revision

APPROVAL

Client Approval

Landlord Approval

NOTES

ATLANTIC SIGN & GRAPHICS, INC.
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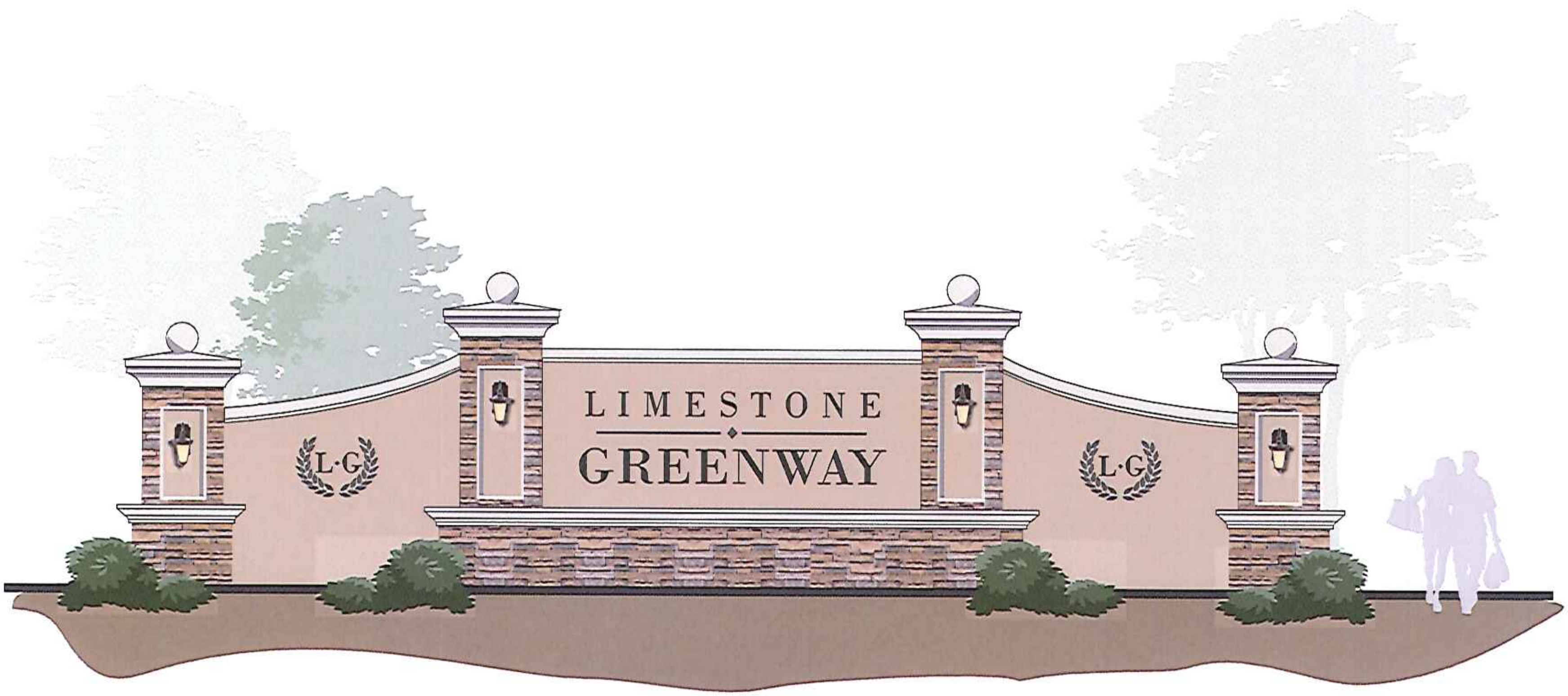
TEL: 770-614-6613 FAX: 770-614-5893

Lisc #:

UL LISTED

SHEET G1



PRIMARY PARK IDENTIFICATION • Front View / Elevation Rendering

SCALE: 1/4" = 1' 0" • For Presentation

CLIENT

Limestone Greenway

4038 Chestatee Rd
Gainesville, GA 30506

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REVISION HISTORY

Date - Revision

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Lisc #:

UL LISTED

SHEET G2

B PRIMARY RETAIL IDENTIFICATION • Front View / Elevation Rendering
SCALE: 3/8" = 1' 0" • For Presentation

CLIENT

Limestone Greenway

4038 Chestatee Rd
Gainesville, GA 30506

JOB INFO

Date: 03/16/2018
Sales: Jeff Williamson
P.M.: Mark Dunford
Designer: Lauren Schultz

REVISION HISTORY

Date - Revision

APPROVAL

Client Approval

Landlord Approval

NOTES

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5235 POPLAR STREET BUFORD, GEORGIA 30518
TEL: 770-614-6613 FAX: 770-614-5893

Lisc #:

LISTED

SHEET G3

C.1 SINGLE TENANT RETAIL IDENTIFICATION - • Front View / Elevation Rendering
SCALE: 3/8" = 1' 0" • For Presentation

CLIENT

Limestone Greenway

4038 Chestatee Rd
Gainesville, GA 30506

JOB INFO

Date: 03/16/2018
Sales: Jeff Williamson
P.M.: Mark Dunford
Designer: Lauren Schultz

REVISION HISTORY

Date - Revision

APPROVAL

Client Approval

Landlord Approval

NOTES

ATLANTIC SIGN & GRAPHICS, INC.
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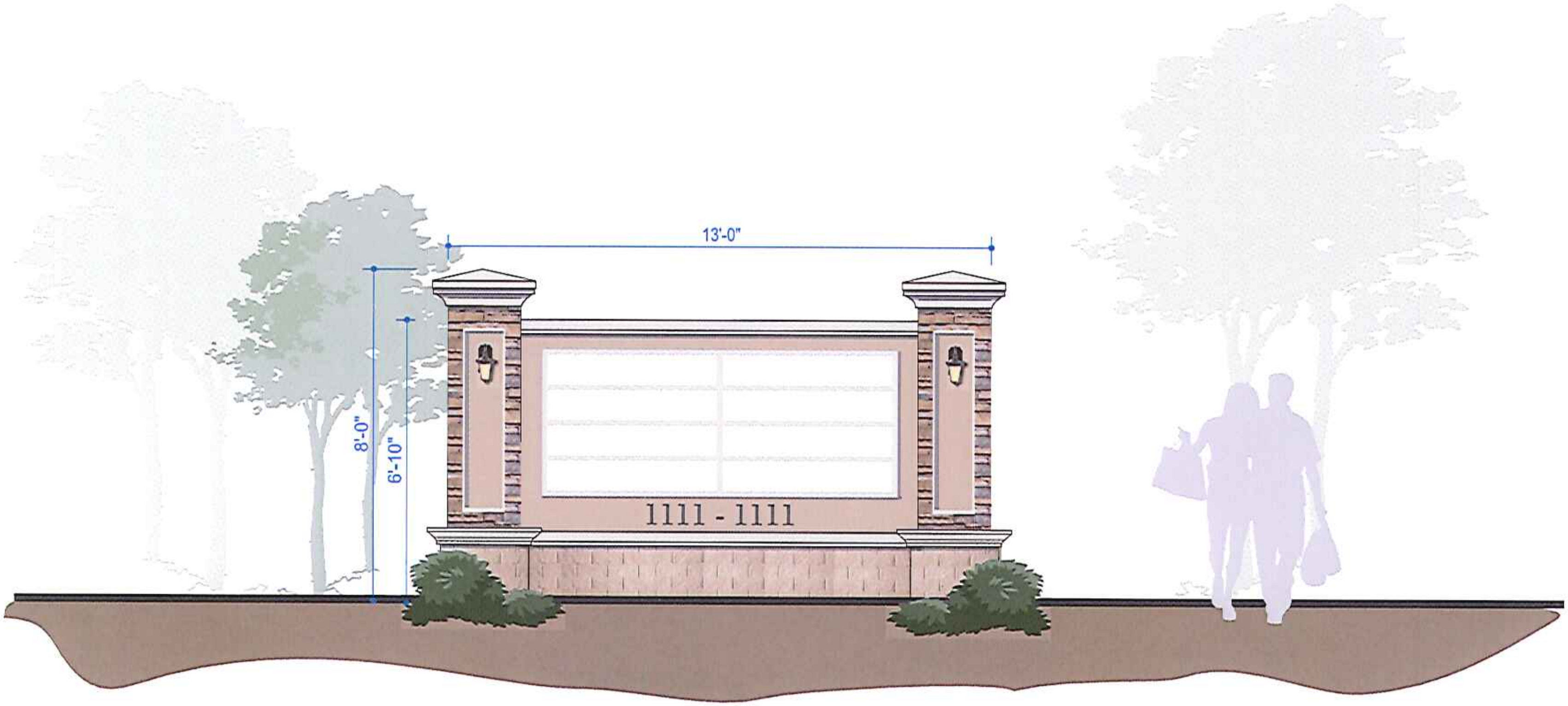
5235 POPLAR STREET BUFORD, GEORGIA 30518
TEL: 770-614-6613 FAX: 770-614-5893

Lisc #:

UL LISTED

SHEET G4



C.2 MULTI- TENANT RETAIL IDENTIFICATION • Front View / Elevation Rendering
SCALE: 3/8" = 1' 0" • For Presentation

CLIENT

Limestone Greenway

4038 Chestatee Rd
Gainesville, GA 30506

JOB INFO

Date: 03/16/2018
Sales: Jeff Williamson
P.M.: Mark Dunford
Designer: Lauren Schultz

REVISION HISTORY

Date - Revision

APPROVAL

Client Approval

Landlord Approval

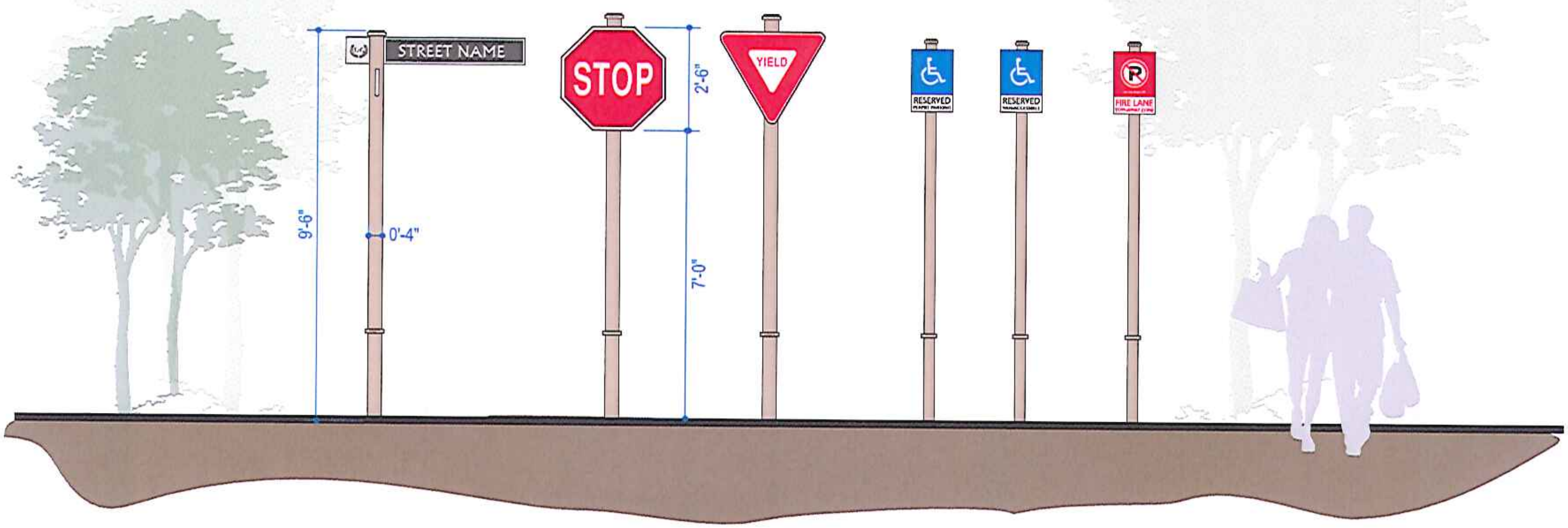
NOTES

ATLANTIC SIGN & GRAPHICS, INC.
"Where form and function come together!"
5235 POPLAR STREET BUFORD, GEORGIA 30518
TEL: 770-614-6613 FAX: 770-614-5893

Lisc #:

LISTED

SHEET G5



E REGULATORY & RESTRICTIVE PARKING • Front View / Elevation Rendering
SCALE: 1/4" = 1' 0" • For Presentation

CLIENT

Limestone Greenway

4038 Chestatee Rd
Gainesville, GA 30506

JOB INFO

Date: 03/16/2018
Sales: Jeff Williamson
P.M.: Mark Dunford
Designer: Lauren Schultz

REVISION HISTORY

Date - Revision

APPROVAL

Client Approval

Landlord Approval

NOTES

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Lisc #:

UL LISTED

SHEET G7

TENANT NAME

F Reverse Channel Letters w/ LED, Individually Mounted, Remote Transformers • Front View

For Presentation

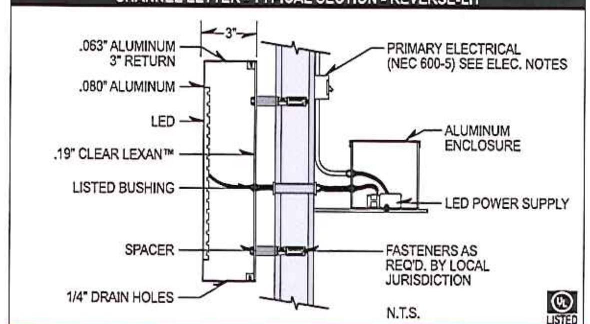
INTERNALLY ILLUMINATED REVERSE CHANNEL LETTERS

EXACT COLOR, SIZE AND FONT TO BE DETERMINED

NOTES:

- Individually Mounted
- WHITE interiors for increased illumination
- All paint two-stage automotive acrylic

CHANNEL LETTER - TYPICAL SECTION - REVERSE-LIT



ELECTRICAL NOTES

Sign Company DOES NOT provide primary electrical to sign.
Power to the sign must be done by a licensed electrical contractor or licensed electrician.
Each sign must have: 1. A minimum of one dedicated 120V 20A circuit
2. Junction box installed within 6 feet of sign
3. Three wires: Line, Ground, Neutral

CLIENT

Limestone Greenway

4038 Chestatee Rd
Gainesville, GA 30506

JOB INFO

Date: 03/16/2018
Sales: Jeff Williamson
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REVISION HISTORY

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APPROVAL

Client Approval

Landlord Approval

NOTES

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Lisc #:

LISTED

SHEET G8

CLIENT

Limestone Greenway

4038 Chestatee Rd
Gainesville, GA 30506

JOB INFO

Date: 03/16/2018
Sales: Jeff Williamson
P.M.: Mark Dunford
Designer: Lauren Schultz

REVISION HISTORY

Date - Revision

APPROVAL

Client Approval

Landlord Approval

NOTES

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TEL: 770-614-6613 FAX: 770-614-5893

Lisc #:

UL LISTED

LOCATION

LIMESTONE GREENWAY

EST. 2018

EXHIBIT I

Development Team

Wendell M. Starke

Mr. Wendell Starke graduated Summa Cum Laude from Auburn University in 1963 and received his Masters of Business Administration from Auburn University in 1964. For the next 35 years, he worked in the investment management field. In 1978, he co-founded INVESCO Capital Management, Inc., which grew to become one of the world's largest investment management firms. He served as President and Chief Investment Officer from 1978 to 1992 and as Chairman and CEO from 1992 to 1997. He retired as Chairman of INVESCO, Inc., in 1999.

In 1990, he developed the Pristine Springs Ranch in Idaho, a cattle business that also produces and processes more than ten million pounds of trout and tilapia. He operates radio stations in Idaho and Oregon. He is active in real estate development in Idaho, Georgia and North Carolina.

Mr. Starke resides in Gainesville, Georgia. His two daughters live in Twin Falls, Idaho and operate businesses. His son lives in Johns Creek, Georgia, and manages real estate for The Starke Companies.

<u>Real Estate Development</u>
City View Center, Gainesville, GA
Marina Bay on Lake Lanier, lake front gated community, Gainesville, GA
Mundy Mill, Mixed Use Development, Gainesville, GA
Three Creeks Cattle, Stream Mitigation Bank, Hall Co., GA
Retail Shopping Center – GA 400 and Hwy. 53, Dawsonville, GA
Lanier Club Apartments, Gainesville, GA
Hope Valley Farm, Mixed Use Development, Durham, NC
South Hampton Condominium Development, Twin Falls, ID

<u>Education</u>
Auburn University, Bachelor and Master of Business Administration
Chartered Financial Analyst
Chartered Investment Counselor

<u>Current Affiliations, Civic and Charitable Organizations</u>
Pristine Springs Ranch, Owner
FM Idaho Co. and Locally Owned Radio Co., Manager
Eagle Ranch, Advisory Board Member
Chattahoochee Bank of Georgia, Chairman

<u>Previous Affiliations</u>
INVESCO, Inc., President, Chief Investment Officer, Chairman and CEO
YMCA of Georgia, Chairman and Life Member
Atlanta Society of Financial Analysts, President
Boys & Girls Town, Board Member

Mac McCain, The WTM Corporation

Mac McCain is President/CEO of The WTM Corporation. The firm was established in 1992 for the purpose of real estate development and general contracting.

McCain received a bachelor of science degree in Building Construction from Auburn University and holds general contractor licenses in Georgia and South Carolina. He has been involved with the development of numerous master-planned communities, single and multifamily communities, commercial centers and office buildings located throughout metro Atlanta as well as North and South Carolina.

Project references available upon request.

Wakefield Beasley & Associates

Wakefield Beasley & Associates was created to solve clients' problems and create amazing spaces. Its founders, Lamar Wakefield and John Beasley, saw the need for a professional services firm that worked closely with clients to create innovative and efficient developments across the world. That people-led focus has yielded one high-profile project after another.

Its initial milestone project was Metro Atlanta's first office condominium project: Governor's Ridge in Cobb County. The Forum on Peachtree Parkway took the firm to the next level, and then another leap forward came with Atlantic Station. The firm - which now employs over 150 people and has offices in Jacksonville; Orlando; Panama and Shanghai - is headquartered in one of its most recent mixed-use projects: Avalon in Alpharetta. The latest game changer was winning the contract for The Battery Atlanta at SunTrust Park, a $2 billion mixed use development surrounding the new Atlanta Braves stadium. The diverse firm - which has 27 countries represented in its Alpharetta headquarters staff - has a wide range of product types: retail/mixed use, hospitality, corporate office, industrial, municipal, education, multi-family, senior living, ecclesiastical and more.

Chris Patton, Patton Land Surveying

Education:	B.S. Criminal Justice – Appalachian State University 1985 Associate Degree Land Surveying 1992
Registration:	Professional Land Surveyor: State of Georgia since 1994
Professional Experience:	Mr. Patton has 25 years of experience in land surveying and mapping. He is proficient in a wide variety of disciplines related to the surveying profession including: boundary surveys, topographic surveys, As-built surveys, and construction staking for roadways, subdivision lots, storm drain, sanitary sewer, curb lines, and building corners. Mr. Patton has also been honored with the ability to be elected and serve as the Hall County Surveyor for 3 terms.
Professional Affiliations:	SAMSOG Surveying & Mapping Society of Georgia

George Hokayem, CCIM, SVN/Hokayem Company, Inc.

George A. Hokayem, CCIM, serves as managing director for SVN/Hokayem Company, Inc., a full service commercial real estate brokerage firm. He holds the designation of Certified Commercial Investment Member (CCIM) and is also an active member of the International Council of Shopping Centers (ICSC). While his primary market area for over 33 years has been the North Georgia region, Hokayem has been directly involved in successful brokerage transactions in North Carolina, Tennessee and Arkansas. Hokayem has served on the Hall County Board of Equalization, the Planning and Appeals Board and the Gainesville Redevelopment Authority.

Hokayem holds a BBA in Real Estate and an MBA in Real Estate/Business Management from the University of Georgia and also completed post graduate course work in accounting at the University of Georgia. He has completed numerous continuing education courses from sponsoring organizations including: International Council of Shopping Centers (ICSC), Institute of Real Estate Management (IREM), Wharton School of Business, National Association of Home Builders, and CCIM Institute.

Heather Taylor, SVN/ Hokayem Company, Inc.

Heather Taylor joined SVN/Hokayem Company, Inc. in 2008 and is currently an Associate Advisor and Property Manager. Taylor specializes in the leasing of office space and oversees the Property Management division. She currently manages a portfolio of over 250,000 square feet of medical, office and retail space throughout Northeast Georgia.

Taylor has worked in various capacities within the real estate industry including Sales & Marketing, Sales Management, Administration and Property Management. Taylor began her career with Pulte Homes. Over a period of 6 years, she had closings of more than $47 Million in new homes sales while maintaining a 97% Customer Satisfaction Rating. Taylor was also the recipient of Nine “Customer Choice” Awards, Three T.O.P.S. (The Outstanding Pulte Subdivision) Awards and served as a Pulte “Top Gun” Trainer. Other honors include “Rookie of the Year” (1999), 1st Runner-Up to “Salesperson of the Year” (2001), 2nd Runner-Up to “Salesperson of the Year” (2002) and Georgia Division MVP (2004).

In 2005, Taylor became the Sales Manager for Touchstone Homes where she supervised a sales team of 22 agents. During her tenure, Touchstone Homes was named “America’s Best Builder” 2007 by Builder Magazine. Her team produced over $180 million in revenue with a 28% Increase in Customer Satisfaction Scores. Taylor also served as a member of the Strategic Planning Team and helped design the floor plan for Touchstone Home’s entry in the 2007 Atlanta Street of Dreams tour.

Taylor is a resident of Hall County and holds a B.A. in Communications from the University of South Carolina.

Georgia Mountains
Regional Commission

MEMORANDUM

TO: Matt Tate, Planning Manager
City of Gainesville Community Development
Other Interested Parties

FROM: Adam Hazell, AICP, Planning Director AH

DATE: May 7, 2018

SUBJECT: DRI Project Review, City of Gainesville

PROJECT: **DRI-2803**, Limestone Greenway

The Georgia Mountains Regional Commission (GMRC) has completed the review of the project identified above. Based on comments received and staff analysis of this project, conducted in accordance with the Georgia Department of Community Affair's Procedures for the Review of Developments of Regional Impact, the GMRC finds that the proposed action does **NOT** present any potential adverse inter-jurisdictional impacts. Please note that this finding is advisory only and assumes the project will proceed as presented to the GMRC and will comply with all applicable local, State and federal rules and regulations.

Copies of the staff review, comments from any interested stakeholders and any recommendations have been included with this memo. They should be considered and addressed by the local government in its final determination and review/permitting procedures for the finding to remain as stated.

P.O. Box 1720 • Gainesville, Georgia 30503 • Phone (770)538-2626 • FAX (770)538-2625

DRI #2803, Limestone Greenway

*** STATEMENT OF FINDING**

A staff analysis of the proposed project, based on the information submitted, comments received, review of the comprehensive plan and DRI review criteria, the GMRC finds that this project does **NOT** present any potential adverse inter-jurisdictional impacts. The finding assumes the project will proceed as presented to the GMRC and only if the project complies with all applicable local, State and federal rules and regulations and if the following advisory comments and recommendations are considered and addressed.

Summary of Staff Review

Potentially significant inter-jurisdictional/ regional impacts:

- Background – Proposed project is a +/-75.12 acre mixed use development comprised of 225,000 sf. of commercial/retail, 252 multi-family units, and 33 single-family homes. The applicant proposes the site be annexed into the City of Gainesville and zoned as a Planned Unit Development (PUD) with a focus on commercial development, professional office facilities, multi-family and single family residential. The site is located within the Limestone Parkway Overlay District and along a Gateway Corridor as designated by the City of Gainesville.

- Project site is located off of Limestone Parkway, near the intersection of Jesse Jewell Parkway. It is across the street from a regional shopping center and approximately ½ mile from I-985. ***No regional concerns regarding utilities.***

- According to the applicant; *"As shown on the site plan, a 25-foot buffer is planed adjacent to the existing residential uses and a 15-foot buffer adjacent to like use properties. The existing streams that traverse the property will maintain local and state required buffers. Landscaping shall be professionally designed and professionally maintained."* The concept also indicates 3 detention ponds may be provided as part of the approximate design and stormwater management features. ***Assuming compliance with State and local regulations, no regional concerns regarding environmental protection. Best environmental practices are encouraged regarding stormwater management.***

- The location of the development straddles a prominent and growing arterial intersection north of Gainesville. The area comprises the main commercial corridor leading northward from the city to I-985 at Exit 24, with Jesse Jewell Parkway seeing recent development in the past several years ranging from medical offices, a new Middle School and the commercial and dining establishments that have opened up across the street from the proposed project site in the past 18 months. Limestone Parkway, meanwhile, is seeing similar growth driven by medical office uses and some commercial activity. Limestone is a northern arterial road that serves as a bypass for heavier traffic not wanting to use Green Street/Hwy 129 through the urban core.

Behind these properties is a predominantly residential area with the campus for the private Lakeview Academy. Quarry Street and Lakeview Drive form the rear access road which will provide the entry point for the new road and single-family residential component of the proposed development.

In addition to the added ingress/egress lanes at the main entry point some additional turn lanes are recommended at key intersections where possible. According to the traffic analysis provided the bulk of the roadways and intersections currently perform at functional levels with the main exception of Limestone @ Jesse Jewell during peak hours where congestion builds. In all there are 14 points of various mitigation measures proposed by the applicant to improve both vehicular flow but also traffic and pedestrian safety.

It should be noted that the conceptual plan shows only minimal use of sidewalks and/or trails to provide pedestrian accessibility. While the prevailing topography and other conditions make some pedestrian connections difficult, the applicant and the City are encouraged to examine any and all opportunities to provide alternative pedestrian connectivity so as to minimize vehicular loads and increase accessibility across uses in accordance with the spirit of mixed-use development.

Additionally, the site plan currently suggests the sole access to both the main commercial component and the multi-family component would come exclusively at one point on Limestone Parkway. Typically larger developments are encouraged to have at least one alternate access point for emergency purposes and for ease of traffic loading at the intersections. The applicant and the City are encouraged to review options for a possible second access point for these components.

Assuming the applicants proposed recommendations (or comparable measures) are implemented, there are no regional concerns regarding traffic or transportation infrastructure. The applicant and City are encouraged, however, to explore options for pedestrian activity and alternate access points for the main commercial and multi-family components.

Consistency Review	Comment
Is the proposed DRI consistent with the Regional Plan?	Conditionally. The development should be reviewed by the City for additional improvement options regarding pedestrian and vehicular accessibility.
Is the proposed DRI consistent with any other State or regional plans for the area?	No significant or standing conflict was raised or identified by staff.
Are there any potential inter-jurisdictional conflicts identified by the GMRC?	No significant or standing conflict was raised or identified by staff.
Is the proposed DRI consistent with existing Service Delivery Agreements and/or land use management measures?	No significant or standing conflict was raised or identified by staff.
Does the proposed DRI appear in line with projected capacity for utilities and services?	No significant or standing conflict was raised or identified by staff.

Summary of Outside Comments
(Copies of full comments can be found as submitted attached to this report.)

None received

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/9/2018

Presenter: Danny Dunagan

Item of Business: Appointment(s): Historic Preservation Commission

Meeting Date: 7/12/2018

Purpose of Request:
The purpose of this request is to address a position with an expired term.

History/Background:
The HPC follows the guidelines set forth in the City Charter, Code of ordinances and the Unified Land Development Code.

Facts & Issues for Consideration:
Jack Bailey is willing to serve another three-year term.

Department Recommendation:
Consider nominations from the Mayor.

Department Director:
Danny Dunagan

If funding is involved, are funds approved within the current budget?
N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
HPC Members	Backup Material

HISTORIC PRESERVATION COMMISSION

POST	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRES
Ward 1	Bachman	Richard (Dick)	7/17/2007	9/7/2010 5/21/2013 7/19/2016	6/30/2019
Ward 2	Walters	J. A. (Jim)	8/19/2008	12/6/2011 8/5/2014 12/5/2017	6/30/2020
Ward 3	Bush	Bill	6/21/16 UE	12/5/2017	6/30/2020
Ward 4	Day	Cathy	12/5/2017		6/30/2019
Ward 5	Bailey	Jack	12/6/11 UE	6/5/2012 8/18/2015	6/30/2018
Ex-Officio	Wangemann	George	1/10/2017	1/9/2018	1/8/2019

TERM: Initial terms were staggered beginning July 1, 2002
Three year terms which expire on June 30th.

CONTACT: Rusty Ligon, Community Development Dept.

UPDATED: 1/10/18 ag

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/9/2018

Presenter: Abb Hayes

Item of Business: Resolution: Issuance of Tax-Exempt Multifamily Housing Revenue Bonds by the Housing Authority of Savannah on behalf of the City of Gainesville Housing Authority benefiting Westlake Linwood Housing Partners LP

Meeting Date: 7/12/2018

Purpose of Request:
The purpose of this request is to authorize the issuance of bonds for the purpose of financing the acquisition, rehabilitation and equipping approximately 100 multifamily housing units located at 392 Linwood Avenue.

History/Background:

Facts & Issues for Consideration:
The City of Gainesville serves as a pass through agency for this transaction and will have no obligations related to the issuance of these bonds.

Department Recommendation:
Adopt the resolution as presented.

Department Director:
Bryan Lackey

If funding is involved, are funds approved within the current budget?
N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
TEFRA for Savannah Gainesville Housing Authority	Resolution

RESOLUTION BR-2018-_________

ISSUANCE OF TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS BY THE HOUSING AUTHORITY OF SAVANNAH ON BEHALF OF THE CITY OF GAINESVILLE HOUSING AUTHORITY FOR THE BENEFIT OF WESTLAKE LINWOOD HOUSING PARTNERS, LP; AND FOR OTHER PURPOSES

WHEREAS, the Housing Authority of Savannah (the "Issuer") is planning to issue up to $16,500,000 in aggregate principal amount of its tax-exempt multifamily housing revenue bonds (the "Bonds"), the proceeds of the sale of which will be loaned to Westlake Linwood Housing Partners, LP (the "Borrower"), for the purpose of financing the acquisition, rehabilitation and equipping of (i) a certain existing residential rental facility (the "Savannah Project") consisting of approximately 100 multifamily housing units, located at 1900 Westlake Avenue, Savannah, Chatham County, Georgia 31405 and within the area of operation of the Issuer and (ii) a certain existing residential rental facility (the "Gainesville Project" and, together with the Savannah Project, the "Projects") consisting of approximately 100 multifamily housing units, located at 392 Linwood Avenue, Gainesville, Georgia 30501; and

WHEREAS, pursuant to the Housing Authorities Law of the State of Georgia (O.C.G.A. Section 8-3-1, et seq.) (the "Act"), two or more housing authorities may join or cooperate with one another in the exercise, either jointly or otherwise, of any or all of their powers for the purpose of financing, including the issuance of bonds, with respect to projects located within the area of operation of any one or more of said authorities; and

WHEREAS, the Act provides that an authority may by resolution prescribe and authorize another housing authority, so joining or cooperating with it, to act on its behalf with respect to any or all powers;

WHEREAS, the City of Gainesville Housing Authority (hereinafter "Authority") has determined that, in assisting with the financing of the Gainesville Project, the Authority will agree to cooperate with the Issuer and authorize the Issuer to act on the Authority's behalf in issuing multifamily housing revenue bonds to finance the Gainesville Project; and

WHEREAS, in accordance with the Act, including, but not limited to, the provisions of O.C.G.A. Section 8-3-15, the Authority has requested that the governing body of the City of Gainesville, Georgia (the "Governing Body") approve the issuance of the Bonds by the Issuer on behalf of the Authority with respect to the Gainesville Project; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), provides that the governing body of the governmental unit having jurisdiction over the area in which any facility is located, with respect to which financing is to be provided from the issue, shall approve the issuance of such bonds, with such approval to be given following a public hearing for which reasonable public notice is provided; and

WHEREAS, the Mayor and Council of the City of Gainesville together constitute the governing body of the City of Gainesville, Georgia (the "City"), which is the governmental unit having jurisdiction over the Authority, and the Gainesville Project is located within the City and the jurisdiction of the Authority, and therefore the Authority has requested that the Governing Body also approve the issuance of the Bonds as required by Section 147(f) of the Code; and

RESOLUTION BR-2018-_________

ISSUANCE OF TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS BY THE HOUSING AUTHORITY OF SAVANNAH ON BEHALF OF THE CITY OF GAINESVILLE HOUSING AUTHORITY FOR THE BENEFIT OF WESTLAKE LINWOOD HOUSING PARTNERS, LP; AND FOR OTHER PURPOSES

WHEREAS, as evidenced by a certificate provided to the Governing Body by a designated hearing officer of the Authority on the date hereof, a public hearing with respect to the issuance of the Bonds by the Authority was held in the City of Gainesville, Georgia, on June 13, 2018. in accordance with the requirements of Section 147(f) of the Code;

NOW, THEREFORE, the Governing Body of the City of Gainesville, Georgia hereby resolves as follows:

Section 1. Pursuant to the applicable provisions of the Act, the Governing Body hereby finds the following:

(a) That there is a shortage of safe or sanitary dwelling accommodations in the City available to persons of low income at rentals they can afford; and

(b) That these conditions can be best remedied through the exercise of the Issuer's powers within the territorial boundaries of the City.

Section 2. Pursuant to the requirements of the Act, the Governing Body hereby approves the exercise of the Issuer's power within the territorial limits of the City solely for the purpose of issuing the Bonds and financing the Gainesville Project.

Section 3. The issuance of the Bonds for the benefit of the Borrower in the aggregate principal amount of up to $16,500,000, by the Issuer on behalf of the Authority for the benefit of the Borrower, a portion of which will be used by the Borrower to finance the Gainesville Project, is hereby approved to the extent required by Section 147(f) of the Code.

Section 4. The approval of the issuance of the Bonds contained herein by does not constitute an endorsement to a prospective purchaser of the Bonds or of the creditworthiness of the Borrower or the Projects. The Bonds shall not constitute an indebtedness or general obligation of the State of Georgia or of any county, municipal corporation or political subdivision thereof, and shall be payable solely from the revenues derived from the respective Borrower and pledged to the payment thereof. No owner of any of the Bonds shall ever have the right to compel any exercise of the taxing power of said State or of any county, municipal corporation or political subdivision thereof, nor to enforce the payment thereof against any property of said State or of any county, municipal corporation or political subdivision of said State. THE BONDS SHALL NOT EVER REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE CITY OF GAINESVILLE, GEORGIA.

RESOLUTION BR-2018-_________

ISSUANCE OF TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS BY THE HOUSING AUTHORITY OF SAVANNAH ON BEHALF OF THE CITY OF GAINESVILLE HOUSING AUTHORITY FOR THE BENEFIT OF WESTLAKE LINWOOD HOUSING PARTNERS, LP; AND FOR OTHER PURPOSES

Adopted this _____ day of __________________, 2018.

____
C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

____
Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 7/2/2018

Presenter: Denise Jordan

Item of Business: Resolution: Special Election Referendum Question to Extend the Sale of Alcoholic Beverages for Consumption on the Premises on Sundays

Meeting Date: 7/12/2018

Purpose of Request:
The purpose of this request is to authorize the call for a special election.

History/Background:
The General Assembly of the State of Georgia has enacted legislation authorizing counties to permit and regulate Sunday sales of distilled spirits or alcoholic beverages for beverage purposes by the drink from 11:00 a.m. to 12:30 p.m.

Facts & Issues for Consideration:
The special election will be held in conjunction with the county-wide November 6, 2018 General Election.

Department Recommendation:
Adopt the resolution.

Department Director:
Bryan Lackey

If funding is involved, are funds approved within the current budget?
N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
🗋	Special Election Referendum Question to Extend the Saleof Alcohol on Sundays	Resolution

RESOLUTION BR-2018 - ___

SPECIAL ELECTION REFERENDUM QUESTION TO EXTEND THE SALE OF ALCOHOLIC BEVERAGES FOR CONSUMPTION ON THE PREMISES ON SUNDAYS

WHEREAS, Governor Nathan Deal signed Senate Bill 17 on May 8, 2018 authorizing governing authorities to authorize the sale of alcoholic beverages for consumption on the premises during certain times on Sundays upon passage of a resolution conditioned on approval in a referendum; and

WHEREAS, the governing body of the City of Gainesville, in compliance with O.C.G.A. § 3-3-7(j), desires to place a referendum question before its voters; and

WHEREAS, the City of Gainesville shall conduct a special election to present the referendum question; and

WHEREAS, the voters shall determine if the City of Gainesville shall be authorized to permit and regulate Sunday sales for an additional hour and a half during the time period of 11:00 AM until 12:30 PM.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body of the City of Gainesville hereby authorizes the City Clerk to call for a special election in conjunction with the November 6, 2018 General Election to present a referendum question to its eligible voters.

BE IT FURTHER RESOLVED THAT the ballot for the special election shall have written or printed thereon the following words:

"( ) Yes Shall the governing authority of the City of Gainesville, Georgia be authorized to permit and regulate Sunday sales of distilled spirits or alcoholic beverages
( ) No for beverage purposes by the drink from 11:00 A.M. to 12:30 P.M.?"

BE IT FURTHER RESOLVED THAT the City Manager, Mayor, and City Attorney are authorized to execute any documents necessary to conduct a special election.

BE IT FURTHER RESOLVED THAT the City Clerk is authorized to coordinate efforts with the Hall County Elections & Voter Registration Office.

BE IT FURTHER RESOLVED THAT if more than one-half of the votes cast on the question are for approval of such Sunday sales, the governing body of the City of Gainesville, Georgia may, via resolution or ordinance, permit and regulate such Sunday sales by licensees.

Adopted this _____ day of __________________, 2018.

____
C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

____
Denise O. Jordan, City Clerk