

**INTERGOVERNMENTAL AGREEMENT FOR
THE REDEVELOPMENT OF CERTAIN N. AVONDALE ROAD PROPERTIES**

THIS INTERGOVERNMENTAL AGREEMENT FOR THE REDEVELOPMENT OF CERTAIN N. AVONDALE PROPERTIES (this “Agreement”) is made and entered into this _____ day of May, 2022 by and between the **CITY OF AVONDALE ESTATES, GEORGIA**, a municipality existing under the laws of the State of Georgia (the “City”) and the **DOWNTOWN DEVELOPMENT AUTHORITY OF AVONDALE ESTATES, GEORGIA**, a public body corporate and politic created and existing under the laws of the State of Georgia (the “DDA”).

RECITALS

WHEREAS, the City is the governing municipality for the City of Avondale Estates, Georgia pursuant to the Charter of the City of Avondale Estates, Georgia, and promotes the health, prosperity, comfort, safety, security, good order, welfare, and proper government of the City of Avondale Estates, Georgia and for the benefit of its citizens;

WHEREAS, the DDA is a body corporate and politic of the State of Georgia pursuant to the provisions of the Downtown Development Authorities Law (O.C.G.A. Section 36-42-1 et seq.), as amended (the “Act”); and it is now existing and operating and its members have been duly appointed and entered into their duties;

WHEREAS, under the Act, the mission and purpose of the DDA is to facilitate the revitalization and redevelopment of the central business district of the City of Avondale Estates, Georgia and to thereby “develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities” (O.C.G.A. § 34-42-2);

WHEREAS, under the Act, the DDA possesses certain skills, qualifications, and experience which may be put to use to facilitate the revitalization and redevelopment of the central business district of the City of Avondale Estates, Georgia;

WHEREAS, under the Act, the Authority has, among others, the power to acquire, construct, install, modify, renovate, or rehab land, interests in land, buildings, structures, facilities, or other improvements and the power to acquire, construct, install, modify, renovate, or rehab, furnish fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in, or in connection with any such land, interest in land, building, structure, facility, or other improvement, all for the essential purpose of development of trade, commerce, industry, and employment opportunities in the City of Avondale Estates, Georgia, as part of any “Project” and to borrow money and use the proceeds thereof for paying the costs of “Projects” (as defined in the Act);

WHEREAS, the DDA is authorized under the Act 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 DDA is created that will revitalize and redevelop the City’s downtown commercial business district;

WHEREAS, the DDA is authorized under the Act to finance (by loan, grant, lease, or otherwise), operate, or manage projects and to pay the cost of any project from the proceeds of the DDA or any other funds of the DDA, or from any contributions or loans by persons, corporations, partnerships, or other entities, all of which the DDA is authorized to receive, accept, and use;

WHEREAS, the DDA is authorized under the Act to extend credit or make loans to any person, corporation, partnership (whether limited or general), or other entity for the costs of any project or any part of the costs of any project, which credit or loans may be evidenced or secured by loan agreements, notes, or such other instruments;

WHEREAS, the City and DDA desire to work cooperatively to facilitate the revitalization and redevelopment of certain properties in the central business district of the City of Avondale Estates, Georgia;

WHEREAS, the City and the DDA desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote economic development and the overall interests of the citizens of both jurisdictions; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and understandings made in this agreement, and for other good and valuable consideration, the City and the DDA consent and agree as follows:

1. Town Green Mixed Use Project.

- A. The DDA agrees to secure the development of certain portions of 64 N. Avondale Road (Tax Parcel Id No. 15 249 16 008), 68 N. Avondale Road (Tax Parcel Id No. 15 249 16 002), and 70 N. Avondale Road (Tax Parcel Id No. 15 249 16 001) for the Town Green Mixed Use Market development (the “Mixed Use Property”) as a multi-tenanted ground level neighborhood restaurant and retail row along and facing N. Avondale Road connecting downtown with existing pedestrian energy and targeted to chef-driven full-service restaurants and catalytic destination local retail with complimentary second-floor office uses (the “Town Green Mixed Use Project”).
- B. The City and DDA agree that the Town Green Mixed Use Project shall consist of a minimum of 21,000 sq. ft., including multiple independent restaurants with extensive outdoor dining, sundry retail, and offices uses.
- C. The City and DDA agree that the Town Green Mixed Use Project shall include public restroom facilities adequate to serve the uses of the Town Green Park and accessible to the public without entering any private business or facility. These public restroom facilities shall be open to the public at all times that the Town Green Park is open to the public. The DDA agrees to and shall maintain these public restroom facilities in a clean and sanitary condition and in good working

condition at all times.

- D. The City and DDA agree that the Town Green Mixed Use Project shall be consistent with this Agreement and subject to all applicable provisions of the Avondale Estates Zoning Ordinance, Sec. 21-1.1.1 et seq.; Recommended Storefront Design Guidelines attached hereto and incorporated herein as Exhibit A; and, Prohibited Use Restrictions attached hereto and incorporated herein as Exhibit B.
- E. The DDA shall identify, select, and enter into such agreement(s) as may be necessary with a developer to implement the Town Green Mixed Use Project consistent with this Agreement.
- F. In exchange for the payment, covenants and agreements of the DDA as set forth herein, the City agrees to convey and quitclaim ownership and title in and to the Mixed Use Property to the DDA.

2. Town Green Townhome Project.

- A. The DDA agrees to secure the development of certain portions of 90 N. Avondale Road (Tax Parcel Id No. 15 249 15 009), 88 N. Avondale Road (Tax Parcel Id No. 15 249 15 010), 84 N. Avondale Road (Tax Parcel Id No. 15 249 15 007), 4 Lake Street (Tax Parcel Id No. 15 249 15 005), and 6 Lake Street (Tax Parcel Id No. 15 249 15 004) to be verified by a survey (the "Townhome Property") as a live-work residential townhome community development (the "Townhome Project").
- B. The City and DDA agree that the Townhome Project shall consist of a minimum of 11 live-work residential townhomes each consisting of a minimum of 2500 sq. ft.
- C. The City and DDA agree that the Townhome Project shall be consistent with this Agreement and subject to all applicable provisions of the Avondale Estates Zoning Ordinance, Sec. 21-1.1.1 et seq.; Recommended Storefront Design Guidelines attached hereto and incorporated herein as Exhibit A; and, Prohibited Use Restrictions attached hereto and incorporated herein as Exhibit B.
- D. The DDA shall identify, select, and enter into such agreements as may be necessary with a developer to implement the Townhome Project consistent with this Agreement.
- E. In exchange for the payment, covenants and agreements of the DDA as set forth herein, the City agrees to convey and quitclaim ownership and title in and to the portions of the Townhome Property that it owns and holds title in to the DDA.

3. Town Green Hotel and Retail Project.

- A. The DDA agrees to secure the development of certain portions of 90 N. Avondale Road (Tax Parcel Id No. 15 249 15 009), 88 N. Avondale Road (Tax Parcel Id No. 15 249 15 010), 84 N. Avondale Road (Tax Parcel Id No. 15 249 15 007), 4 Lake Street (Tax Parcel Id No. 15 249 15 005), and 6 Lake Street (Tax Parcel Id No. 15 249 15 004) less the Townhome Property to be verified by a survey (the “Hotel & Retail Property”) as a mixed-use hotel and retail project (the “Hotel & Retail Project”).
- B. The City and DDA agree that the Hotel & Retail Project shall consist of:
 - a. a full-service hotel;
 - b. roof-top event and amenity facilities;
 - c. ground floor retail; and,
 - d. a wrapped parking garage deck that will be primarily dedicated to public parking, with a limited number of spaces designated for parking in connection with certain aspects of the Town Green Mixed Use Project and Townhome Project. The DDA shall maintain such parking garage deck in good condition and keep it open to the public (except as may be necessary for maintenance or improvement) during the term of this Agreement.
- C. The City and DDA agree that the Hotel & Retail Project shall be consistent with this Agreement and subject to all applicable provisions of the Avondale Estates Zoning Ordinance, Sec. 21-1.1.1 et seq.; Recommended Storefront Design Guidelines attached hereto and incorporated herein as Exhibit A; and, Prohibited Use Restrictions attached hereto and incorporated herein as Exhibit B.
- D. The DDA shall identify, select, and enter into such agreement(s) as may be necessary with a developer to implement the Hotel & Retail Project consistent with this Agreement.
- F. In exchange for the payment, covenants and agreements of the DDA as set forth herein, the City agrees to convey and quitclaim ownership and title in and to the portions of the Hotel & Retail Property that it owns and holds title in to the DDA.

4. Payment from DDA to City.

In consideration of the mutual covenants and promises set forth in this

Agreement, including the City's agreement to convey and quitclaim ownership and title in real property as described herein, the DDA agrees to pay to the City One Million Dollars (\$1,000,000.00) as a precondition to the City conveying said real property to the DDA as described herein.

5. Term.

This Agreement shall become effective upon its being executed by the Mayor of the City and the Chairman of the DDA, after approval by the Board of Mayor and Commissioners of the City and the Board of Directors of the DDA, respectively. This Agreement shall remain in full force and effect for Fifty (50) years from the effective date, unless modified by mutual agreement of the parties pursuant to the procedure for amendment set forth herein.

6. Miscellaneous.

- A. This Agreement, including any attachments and exhibits, constitutes all of the understandings and agreements existing between the City and the DDA with respect to the subject matter identified in this agreement. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to such subject matter, except as may be reflected in prior written agreements signed by both parties. No representation, written or oral, not incorporated in a mutually executed written agreement between the parties shall be binding upon the City or the DDA.
- B. This Agreement shall not be amended or modified except by agreement in writing executed by the Mayor of the City and the Chairman of the DDA upon approval by the Board of Mayor and Commissioners of the City and the Board of Directors of the DDA, respectively.
- C. The City and the DDA each warrant and represent that it has full and complete authority to enter into this Agreement, and each person executing this Agreement on behalf of the respective party has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such person(s). Notwithstanding the foregoing, neither the City or the DDA shall be bound under this Agreement until such time as both parties have fully executed this Agreement and this Agreement has been duly approved and authorized by all necessary and appropriate official action on the part of the City and by the governing bodies of the DDA.
- D. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a

presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

- E. If a court of competent jurisdiction renders any provision of this Agreement (or portion thereof) to be invalid or otherwise unenforceable, that provision or portion thereof shall be severed, and the remainder of this Agreement shall continue in full force and effect as if the invalid provision or portion thereof was not part of this Agreement. No action taken pursuant to this Agreement shall be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and should not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.
- F. This Agreement shall inure to the benefit of, and be binding upon, the City and the DDA. This Agreement does not and is not intended to confer any rights or remedies upon any persons other than the City and DDA.
- G. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the _____ day of May, 2022.

CITY OF AVONDALE ESTATES, GEORGIA,
by its Board of Mayor and Commissioners:

Jonathan Elmore, Mayor

Attest:

Gina Hill, City Clerk

Approved as to form:

Stephen G. Quinn, City Attorney

Signatures continuing on the following page

**DOWNTOWN DEVELOPMENT
AUTHORITY OF AVONDALE ESTATES,
GEORGIA, by its Board of Directors:**

Dave Deiters, Chair

Attest:

Shannon Powell, Executive Director

Approved as to form:

R. Kyle Williams, General Counsel

EXHIBIT A

Recommended Storefront Guidelines

The following recommended Storefront Guidelines shall govern the Town Green Mixed Use Project, Townhome Project, and Hotel & Retail Project in addition to all applicable provisions of the Avondale Estates Zoning Ordinance, Sec. 21-1.1.1 et seq.:

General Design

- Avoid Monotonous design at ground level by breaking up retail bays
- Varied storefront materials are encouraged
- Storefronts should be distinctive from the floors above and allow easy transition from one retailer to another.
- Provide design flexibility for the unique branding needs of individual tenants
- The line-of-sight should be unobstructed from one retail bay to another.
- Entries should be recessed to allow doors to swing out
- Where appropriate, slide doors and windows allow for flexibility and activities may spill onto the sidewalks
- Clear glass fenestration TO allow for transparency.
Minimum of 65% fenestration on street frontage
- Fenestration must have a minimum height of 10-feet and must begin at a point not higher than 35-inches above the sidewalk.

Awnings

- When awnings are used, they should accept the top edge of ground floor windows and door frames
- Awnings should project no more than 6-feet from the building and mounted at least 8-feet above the sidewalk.
- Awnings should be constructed of high-quality materials; use of aluminum, vinyl, or other plastic materials is not recommended.
- Under-awning lights can be used to illuminate the sidewalk and storefront
- Internally illuminated awnings should not be used.

Lighting

- Indirect lighting is welcomed
- Floodlights and other security lighting should be hidden or shielded to avoid glare
- Decorative fixtures like sconces and facade up lighting on the storefront should be encouraged.
- Storefront displays should be well lit and stay on past store closing to activate the street.

Signage

- Custom and artistic signage are required rather than conventional acrylic and/or plastic faced signs that are internally lit
- Signage should be graphically oriented or three dimensional

- Signs should be lit with small, shielded light sources as opposed to floodlighting
- Signs should be limited in size and scale in keeping with a pedestrian environment
- The architectural elements of the façade should be considered when determining the size and location of the sign
- Signage should focus on creative under canopy signs, blade signs and window signs
- Blade signs are preferred.
- Blade signs should be mounted 8-feet above the sidewalk and hung perpendicular to the sidewalk.
 - a. Two-sided blade signs shall be permitted to be mounted perpendicular to the storefront.
 - b. No sign shall extend above the parapet wall of the storefront building.
 - c. Blade signs shall provide a minimum clearance of 4” between the storefront and sign face. Blade signs shall project a maximum of 48” from the storefront and shall have a maximum 44” width.
 - d. 7’-6” clearance shall be provided between the baseline of any sign and the sidewalk.
 - e. Blade signs shall have a maximum depth of 12” if located at a height less than 9’-0”, and a maximum depth of 18” if located at 9’-0” height or higher.
- Allow chalkboard and high-design sandwich board signs.

Curb Appeal

- Sidewalk merchandise displays and planting boxes are encouraged
- Tree well fencing and planting provide an opportunity to individualize ta store

Window Displays

- Window displays should be simple and easy to understand
- Keep storefronts free of windows treatments to allow unobstructed views into the store
- Keep the back of the display window open to allow the store’s interior to be visible to passing people

Street Furniture

- Encourage high quality movable street furniture. Approval of street requirement should be given in advance.
- Street furniture (umbrellas, tables, chairs, benches) should not be locked up at the end of the day.
- Low fencing can be sued to frame private dining space.
- Well maintained planters are encouraged.

EXHIBIT B

Prohibited Use Restrictions

The following uses are prohibited in regard to the Town Green Mixed Use Project, Townhome Project, and Hotel & Retail Project in addition to all applicable provisions of the Avondale Estates Zoning Ordinance, Sec. 21-1.1.1 et seq.:

1. Any “second hand” store, “surplus” store, used closing or thrift store, pawn shop, or “consignment” store;
2. Any retail operation in which more than twenty percent (20%) of the sales area of such operation is used for the display and/or sale of closing or goods commonly referred to as close outs, manufacturer’s overruns, or excess inventory or manufacturer’s seconds of imperfect merchandise;
3. Any “small-box discount store” conducting business operating as a Family Dollar Store, Dollar Tree, Dollar General, or similar retail store offering for sale a variety of convenience shopping goods and continuously offers the majority of items in their inventory for sale at a price lower than traditional retail stores;
4. Any “big-box retailer” occupying a floor area of more than five thousand (5,000) square feet;
5. Any bowling alley, poolhall, dance hall, or discotheque;
6. Any movie theater occupying a floor area of more than five thousand (5,000) square feet;
7. Any use which emits or results in strong or offensive odors, fumes, dust, or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness, or loudness, creates a hazardous condition, or is used, in whole or in part, for warehousing or the dumping or disposing of garbage or refuse; provided however, this subsection shall not apply to the operation of a barbeque or other open-fire pit cooking installation or restaurant;
8. Any operation primarily used as a storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operations;
9. Any junkyard, stockyard, or any use for dumping, disposing, incineration, or reduction or garbage (exclusive of the areas specifically designated by the Design Review Committee for such purposes);
10. Any gasoline or service station, automobile, truck, trailer, or recreational vehicle sales, leasing, display, or body shop repair operations; provided however, this subsection shall not apply to the operation of a bicycle sales or rental shop;
11. Any veterinary hospital, clinic, animal raising, or boarding facility;
12. Any mortuary or funeral home;
13. Any coin-operated laundry;

14. Any “pornographic use,” which shall include, without limitation, a store displaying for sale or exhibition books, magazines, or other publications containing any combination of photographs, drawings, or sketches of a sexual nature, which are not primarily scientific or educational, or a store offering for exhibition, sale, or rental, video implements (such as DVDs, video cassettes, or such subsequent advances in technology) or other medium capable of projection, transmitting, or reproducing, independently or in conjunction with another device machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 of X or unrated by the Motion Picture Rating Declarant, or any successor thereto; provided, however, the parties hereto acknowledge and agree that the sale of books, magazines, and other publications by a retailer of the type normally associated with the sale of books, magazines, and other publications and normally located in a first-class retail center shall not be deemed a pornographic use hereunder;
15. Any so-called “head shop” or other establishment primarily selling or exhibiting drug-related paraphernalia, including cannabis and cannabis-derived products;
16. Any gambling activities, facility, or operation, including, but not limited to an off-track or sports betting parlor; table games such as black-jack or poker; slot machines; video poker-black-jack/keno/slot machines or similar device; or bingo hall;
17. Any gun or ammunition shop, shooting range, or gun range;
18. Any tattoo or piercing parlor;
19. Any massage parlor or health spa;
20. Any carnival, amusement park, or circus;
21. Any amusement or video arcade;
22. Any car wash, gasoline station, automobile repair shop, or any business performing the service of motor vehicles, including, without limitation, any quick lube oil change service, tire center, or service station or facility;
23. Any dry-cleaning establishment;
24. Any hair or nail salon;
25. Any tobacco shop, smoke shop, or vape shop;
26. Any athletic club, fitness studio, personal training center, or gym (as a primary use);
27. Any club or lodge;
28. Any daycare or educational services;
29. Any place of worship;
30. Any bank, credit union, brokerage, or investment services;
31. Any medical service; and,

32. Any consumer service (i.e., consumer maintenance and repair service, personal service, studio or instructional service)