



LAWRENCEVILLE

GEORGIA

CITY COUNCIL SPECIAL CALL AGENDA

Monday, July 19, 2021
4:30 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Approval of Agenda

Council Business

There is no public comment during this section of the agenda unless formally requested by the Mayor and the Council.

- [1.](#) Approval of a Resolution Authorizing the City to Acquire 652 Buford Drive
- [2.](#) Amendment One to 2021 Agreement with Impact 46 for Relocation Services
- [3.](#) Lawrenceville Arts Center Operating Agreement
- [4.](#) Purchase of Furniture for Lawrenceville Arts Center
- [5.](#) Lawrenceville Arts Center (LAC) Construction Manager at Risk Services Change Order 4
- [6.](#) Approval of a Resolution for the Sale of Surplus Property on Maltbie Industrial Drive
- [7.](#) An Ordinance to provide the call for General Municipal Elections / Una Ordenanza Disponer La Convocatoria De Las Elecciones

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: SPECIAL CALL, JULY 19, 2021

AGENDA CATEGORY: COUNCIL BUSINESS

Item:	Approval of a Resolution Authorizing the City to Acquire 652 Buford Drive
Department:	City Manager
Date of Meeting:	Monday, July 19, 2021
Fiscal Impact:	\$7,200,000
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approval of a Resolution Authorizing the City to Acquire 652 Buford Drive

Summary: This Resolution is needed to approve the purchase utilizing funds from the 2020 DDA bonds (Thunderbolt project).

Fiscal Impact: \$7,200,000 of 2020 DDA Bonds

Attachments/Exhibits: Exhibit A, contract.

RESOLUTION _____

RESOLUTION AUTHORIZING THE CITY TO ACQUIRE 652 BUFORD DRIVE

WHEREAS, the City of Lawrenceville, Georgia (hereinafter “City”) and the Downtown Development Authority of the City of Lawrenceville, Georgia (hereinafter “DDA”) did enter into an Intergovernmental Economic Development Contract dated June 12, 2020, (hereinafter “IEDC”) related to the issuance of \$15,225,000 in Taxable Economic Development Revenue Bonds, Series 2020B (hereinafter “2020 DDA Bonds”); and

WHEREAS, under the terms of the IEDC, the City is authorized to purchase certain properties and transfer those properties to the DDA or to direct the DDA to purchase certain properties, using the proceeds of the 2020 DDA Bonds; and

WHEREAS, the City has determined that certain properties presently owned by Lodge Development IV, LLC (hereinafter “Lodge Development”) should be purchased using the proceeds of the 2020 DDA Bonds;

NOW THEREFORE IT IS HEREBY RESOLVED that the City will purchase certain property owned by Lodge Development in accordance with the contract as Exhibit “A” which is attached hereto and incorporated herein by reference (hereinafter “Lodge Development Tract”) for a purchase price of Seven Million Two Hundred Thousand Dollars (\$7,200,000.00). The City shall use proceeds from the 2020 DDA Bonds to purchase said property. After the purchase, the City shall deed the Lodge Development Tract to the DDA for redevelopment purposes in accordance with the terms of an IEDC.

The Mayor, City Manager, City Clerk, City Attorney and other appropriate representatives of the City are hereby authorized and directed to take all appropriate actions to complete the transactions authorized by this Resolution.

IT IS SO RESOLVED this _____ day of July, 2021.

David R. Still, Mayor

Attest: _____

Karen Pierce, City Clerk

[CITY SEAL]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), made this ____ day of February 2021 (the "Effective Date") by and among LODGE DEVELOPMENT IV, LLC, a Georgia limited liability company (herein referred to as "Seller"), THE CITY LAWRENCEVILLE, GEORGIA (herein referred to as "Purchaser" and "City") (each as "Party," and together the "Parties") and Chicago Title Insurance Company (c/o Susan Vander Meer) ("Escrow Agent").

RECITALS

A. Seller is the owner of that certain tract of real property located in Land Lot 11 of the 7th District, City of Lawrenceville, Gwinnett County, Georgia, having an address of 652 Buford Drive, Lawrenceville, Gwinnett County, Georgia, being Gwinnett County Tax Parcels R7011 004 and R7011 118, and being more particularly described in Exhibit "A" attached hereto and being made a part hereof, together with any easements and appurtenances thereunto belonging, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (the "Land"), together with any buildings, structures and other improvements located on the Land (the "Improvements") (the Land and Improvements being hereinafter collectively referred to as the "Real Property"), together with any furniture, declaration, appliances fixtures, equipment, and items of tangible personal property owned by Seller that are attached or appurtenant to the Real Property or located upon or within the Real Property (collectively, the "Personal Property") (the Real Property and Personal Property being hereinafter collectively referred to as the "Property"). Notwithstanding anything contained herein to the contrary, the term Property as used herein shall not include and shall specifically exclude the fixtures, furniture, furnishings, equipment and other personal property generally identified on Exhibit "B" attached hereto and made a part hereof by this reference (the "Excluded Personal Property").

B. Purchaser is a Georgia Municipal corporation.

C. The City is authorized pursuant to O.C.G.A. § 22-1-1 *et seq.* to exercise the power of eminent domain in order to acquire real and personal property for public use, including the remedying of blight.

D. The City and/or Purchaser have indicated to Seller that they desire to acquire the Property either as part of a negotiated transaction or by the exercise of the City's power of eminent domain.

E. In light of the City's intention to potentially acquire the Property by the exercise of its power of eminent domain, Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller, all on the terms and conditions more particularly set forth herein, in a transaction qualifying for treatment under Section 1033 of the Internal Revenue Code, as an inducement to Seller to sell the Property to Purchaser. Seller waives any rights Seller may have under O.C.G.A. § 22-1-2.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, the Parties hereto agree as follows:

1. PURCHASE PRICE. Subject to the terms and conditions herein, Seller shall sell and transfer the Property to Purchaser and Purchaser shall purchase the Property from Seller for the purchase price of SEVEN MILLION TWO HUNDRED THOUSAND AND NO/100THS DOLLARS (\$7,200,000.00) (the "Purchase Price") payable by wire of immediately available funds at the consummation of the transaction contemplated hereby (the "Closing") subject to any prorations or adjustments described in this Agreement.

2. EARNEST MONEY DEPOSIT.

A. Initial Earnest Money. The Purchaser, on or before three (3) calendar days after the final execution of this Agreement by the Seller, shall deliver to the Escrow Agent the Purchaser's check in the amount of ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$100,000.00) (herein together with any and all additional earnest money paid pursuant to the terms of Paragraph 2.B. and 2.C hereof and any and all interest thereon, referred to as the "Earnest Money Deposit"). The Earnest Money Deposit held by Escrow Agent shall be applied against the Purchase Price at Closing, subject to the terms and conditions of this Agreement and the Escrow Agreement with Escrow Agent or otherwise disbursed as provided herein.

B. First Additional Earnest Money. In the event the Purchaser does not terminate this Agreement on or before the expiration of the "Expiration Date", as that term is hereafter defined, the Purchaser shall, on or before the Guest Access Date, as defined in Section 11 below, deliver to the Escrow Agent, as additional Earnest Money Deposit, the sum of NINE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$900,000.00).

C. Second Additional Earnest Money. In the event the Purchaser does not terminate this Agreement on or before the expiration of the "Expiration Date", as that term is hereafter defined, the Purchaser shall, on or before the Vacancy Commencement Date, as defined in Section 11 below, deliver to the Escrow Agent, as additional Earnest Money Deposit, the sum of TWO MILLION, SIX HUNDRED THOUSAND AND NO/100THS DOLLARS (\$2,600,000.00).

3. SURVEY. Purchaser may, at its sole cost and expense, cause a Georgia registered land surveyor (herein referred to as the "Surveyor") to make a boundary survey (herein referred to as the "Survey") of the Real Property for the purpose of determining the exact number of acres within the boundary of the Real Property (to the nearest one thousandth (1/1000th) of an acre), the boundary lines of the Real Property, the location of all rights-of-way, buffers, easements and encroachments, if any, affecting the Real Property and any portion of the Real Property located within an area of special flood hazard as designated by the United States Department of Housing and Urban Development, the Federal Emergency Management Agency or any similar federal, state or local agency. In the event Purchaser elects to obtain a Survey, it shall be addressed to Purchaser and Seller and Seller agrees to deliver to Purchaser at the Closing, in addition to a limited warranty deed

using the legal description on Exhibit "A", a quitclaim deed based on legal description derived from the Survey. Purchaser acknowledges and agrees that Seller makes no warranty concerning the exact acreage of the Real Property.

4. CONVEYANCE OF TITLE.

(A) Seller shall convey good and marketable fee simple title to the Real Property subject to Permitted Title Exceptions, as hereinafter defined, to Purchaser pursuant to recordable limited warranty deed. The Real Property shall be conveyed free and clear of all liens, encumbrances and other exceptions to title, except for: (i) those title encumbrances and other exceptions which are approved by Purchaser in the exercise of its sole discretion; (ii) those other title encumbrances and other exceptions which are waived by Purchaser pursuant to the provisions of this Agreement; (iii) any guest in possession of the Property; and (iv) the lien for ad valorem taxes not yet due and payable for the year 2021 and any subsequent years (the "Permitted Title Exceptions").

(B) Not later than the 5:00 p.m. Lawrenceville, Georgia local time on the Expiration Date, as hereinafter defined, Purchaser shall cause a preliminary title examination to be performed and deliver to Seller a statement of any preliminary title objections to Seller's title and Seller shall have the right (but not the obligation) to cure any such objections by the Closing Date, as hereinafter defined. Seller shall give Purchaser notice of its intent to cure or not cure any preliminary title objections within ten (10) days after receipt of Purchaser's title objection notice; but if Seller does not give this notice within such ten (10) day period, then Seller shall be deemed to elect not to cure any title objections. In the event that Seller fails or refuses to cure any such preliminary title objections, Purchaser may (i) terminate this Agreement and receive a refund of the Earnest Money Deposit or (ii) waive such objections and close the transaction contemplated by this Agreement in accordance with all of the terms and provisions hereof, in which event such waived objections shall be deemed Permitted Title Exceptions. At any time prior to the Closing Date, Purchaser shall have the right to check down the title from and after the effective date of the preliminary title examination contemplated in this Paragraph 4(B) and deliver to Seller a written statement of any additional title objections which appear in the public records of Gwinnett County, Georgia and affects title to the Property occurring subsequent to the preliminary title examination. Seller shall have right (but not the obligation) to cure any such additional objections by the Closing Date. Seller shall give Purchaser notice of its intent to cure or not cure any additional title objections at least one (1) business day prior to the Closing Date, but if Seller does not give this notice within such time period, then Seller shall be deemed to elect not to cure any such additional title objections. In the event Seller fails or refuses to cure such additional title objections by the Closing Date, Purchaser shall have the same rights with respect to such failure or refusal set forth in this Paragraph 4(B) as to preliminary title objections. Any notice required to be delivered pursuant to this Paragraph 4(B) shall be delivered by e-mail with delivery receipt tracking turned on and the original notice shall be delivered by method (i), (ii), (iii) or (iv) set forth in Paragraph 14.

(C) Notwithstanding anything to the contrary herein, Seller shall, on or prior to the Closing Date, cause (i) all mortgages, deeds of trust and security interests with respect to the Property securing Seller's obligations for borrowed money to be released, and (ii) cause any other

monetary liens and other encumbrances, in each case securing Seller's monetary obligations affecting the Property, to be released or transferred to a bond in a manner allow by law.

5. RIGHT OF INSPECTION.

- (A) General. Seller agrees that, at all times between the Effective Date and the Closing Date, Purchaser and its agents, contractors, inspectors, consultants, appraisers and engineers (collectively "Purchaser's Representatives") shall have the right and privilege of going upon the Property to inspect, examine and survey the Property, to plan for the development and use thereof. This right and privilege shall include the right to locate utilities, review any zoning conditions or requirements, review any protective or restrictive covenants, make soil tests, borings, percolation tests and such other inspections of the Property; provided, however, that (i) Purchaser and Purchaser's Representatives shall not perform or have performed any invasive testing, drilling, subsurface investigations or environmental testing of the Real Property beyond standard soil sampling and a Phase I assessment without the prior written consent of Seller, which consent may be withheld by Seller in its sole and absolute discretion, (ii) neither Purchaser nor Purchaser's Representatives shall unreasonably interfere with the known and actual use, occupancy or enjoyment of the Property; and (iii) Purchaser shall give Seller at least twenty-four (24) hours prior notice before any Purchaser Representative goes onto the Property.
- (B) Limitations. Notwithstanding Paragraph (A) above, in no event shall Purchaser or Purchaser's Representatives contact or interview any employees of Seller or any guests, occupants, customers or guests of Seller, nor shall the right of inspection include the right to enter any guest rooms (whether occupied or unoccupied), interior rooms or areas, or other non-public or non-common areas of the building without the express prior written consent of Seller. Until the Guest Access Date (as hereinafter defined), Purchaser specifically acknowledges and agrees that all such contacts or discussions shall be directed directly to Seller. Following the Guest Access Date and deposit of the First Additional Earnest Money under Section 2(B), Purchaser may contact Seller's guests strictly in compliance with the provisions of Section 11 hereof.
- (C) Confidentiality. Purchaser agrees that any information obtained by Purchaser or Purchaser's Representatives in the conduct of its inspection of the Property and other due diligence investigations shall be treated as confidential information pursuant to Paragraph 17.

To the extent allowed by law, if any, Purchaser hereby agrees to indemnify and hold Seller (and Seller's agents advisors, shareholders, owners, officers and directors, as the case may be) harmless from and against loss or damage Seller may incur and any and all liens that may arise as a result of Purchaser's activities or the activities of Purchaser's Representatives on the Property and against any and all claims for death or injury to persons or property arising out of or connected with Purchaser's activities or the activities of Purchaser's Representatives going upon the Property pursuant to the provisions of this Paragraph 5(A) or otherwise, and against all costs, expenses and

liabilities occurring in or in connection with any such claim or proceeding brought thereon, including, without limitation, court costs and reasonable and actual attorneys' fees. This indemnity shall survive the Closing or any termination of this Agreement.

(B) Right to Terminate. In the event Purchaser determines, in its sole and absolute discretion, that the Property is not acceptable for its intended use, Purchaser shall have the exclusive right and option to terminate this Agreement on or before the one hundred fiftieth (150th) day after the Effective Date (such date being herein referred to as the "Expiration Date"). If Purchaser elects to terminate this Agreement on or before the Expiration Date, Purchaser shall receive a refund of the Earnest Money Deposit from the Escrow Agent and Purchaser shall promptly provide Seller with copies of all surveys, reports, tests, studies or any other documents or writings of any kind dealing with the Property in Purchaser's possession custody or control that are obtained in connection with Purchaser's inspection, examination, and survey of the Property as set forth in Paragraph 5(A) and this obligation shall survive the termination of this Agreement.

(C) Delivery of Due Diligence Documents. Within five (5) business days of the Effective Date of this Agreement, Seller shall deliver to Purchaser by e-mail or Sharefile the following documents which are in Seller's possession:

- (i) A copy of any title insurance commitments and policies relating to the Real Property;
- (ii) A copy of the rent roll for the Real Property; provided, however, that the rent roll shall be redacted to exclude any personally identifiable information (including guest contact information);
- (iii) A copy the most recent survey of the Real Property, if any, and
- (iv) a copy of any environmental reports relative to the Real Property, if any (collectively the "Due Diligence Materials").

Purchaser hereby acknowledges and agrees that Seller has not independently verified the accuracy or completeness of any Due Diligence Materials and Seller makes no representation or warranty, express or implied, as to the accuracy or completeness of the Due Diligence Materials. Purchaser acknowledges and agrees that all materials, data and information, including the above items delivered by Seller to Purchaser in connection with the transaction contemplated hereby are provided to Purchaser as a convenience only and that any reliance on or use of such materials, data or information by Purchaser shall be at the sole risk of Purchaser. Without limiting the generality of the foregoing provisions, Purchaser acknowledges and agrees that (x) Purchaser shall not have any right to rely on any materials, data or information delivered by Seller to Purchaser pursuant to any of the provisions of this Agreement, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Purchaser with respect thereto, and (y) neither Seller, any affiliate of Seller nor the person or entity which prepared any such material, data or information delivered by Seller to Purchaser shall have liability to Purchaser for any inaccuracy in or omission from any such material, data or information.

6. PRORATIONS AT CLOSING.

(A) General. For purposes of calculating prorations, Purchaser shall be deemed to own the Property, and therefore entitled to the income and responsible for the expenses, as of the Closing Date. Prorations favoring Purchaser shall be credited against the Purchase Price, and prorations favoring Seller shall be payable by Purchaser at Closing in addition to the Purchase Price. All prorations shall be based on calendar months and a three hundred sixty five (365) day year.

(B) Rents. Except for delinquent rents, all rents under any occupancy agreements shall be prorated on a collected basis as of 11:59 p.m. on the day before the Closing Date based upon the date(s) of occupancy thereunder. The parties agree that any delinquent rent that has not been collected at closing will be forgiven and neither Purchaser nor Seller shall pursue collection of said delinquent rent after the date of Closing. Notwithstanding the forgoing provision concerning forgiveness of delinquent rent, rents received from guests on and after the Closing Date shall be applied first to rents due under the current period, then to amounts owed to Purchaser with respect to periods following the Closing Date, and then to Seller for rents delinquent as of the Closing Date. Any rents received by Seller after the Closing Date for a period on after the Closing Date shall be promptly forwarded to Purchaser.

(C) Taxes. City, state, and county ad valorem real and personal property taxes for the tax or assessment year of Closing, shall be prorated on a per diem basis as of the Closing Date based on the ad valorem tax bill for the Real Property and Personal Property, if then available, for such year, or if not available, then on the basis of the ad valorem tax bill for the Real Property and Personal Property for the immediately preceding tax or assessment year. Should such proration be based on an ad valorem tax bill for the immediately preceding tax or assessment year, and should such proration prove to be inaccurate on receipt of the ad valorem tax bill for the Real Property or Personal Property for the tax or assessment year of Closing, either Seller or Purchaser may demand a payment from the other correcting such misapportionment. Taxes for all tax and assessment years prior to the tax or assessment year of Closing, if any, shall be paid by Seller at or prior to Closing. Any supplementary tax bills received by Purchaser or Seller following Closing Date relating to a period prior to Closing shall be prorated by the Parties as if said tax bills had been available at Closing.

(D) Utilities. Utility, water, sewer, electric and natural gas, stormwater, and any other charges, bill, assessment, and expenses incurred in operating the Property in the ordinary course that Seller normally pays, shall be prorated on an accrual basis. To the extent possible, Seller and Purchaser shall obtain meter readings and other billings as of the Closing Date to aid in such prorations. In the event accurate prorations and other adjustments cannot be made at Closing because current bills or statements or other information is not obtainable, the Parties shall prorate on the best available information, subject to adjustment as soon after the Closing as the actual amounts to be prorated are determined but in no case shall the final proration be later than one hundred twenty (120) days after the Closing Date. Seller may terminate any utility services in its name on the day after the Closing Date.

(E) Deposits. At Closing, any security deposits or prepaid rent for a period of occupancy on or after the Closing Date shall be retained by Seller and Purchaser shall receive a credit against the Purchase Price for the aggregate amount of such security deposits or prepaid rent. Three (3) business days prior to the Closing Date, Seller shall provide to Purchaser an updated rent roll listing all guests that have occupancy agreements in place for a period of occupancy on or after the Closing Date, if any, the rental amount paid by such guests, any prepaid rents made by such guests for a period of occupancy on or after the Closing Date, and any security deposits made by such guests for a period of occupancy on or after the Closing Date, to aid in calculating credit to be received by Purchaser against the Purchase Price pursuant to this Paragraph 6(E).

(F) Survival. The provisions of this Paragraph 6 shall survive the Closing to the extent any monies may be payable pursuant to this Paragraph 6 to either Party subsequent to the transfer of the Property to Purchaser.

7. PERSONAL PROPERTY/EXCLUDED PERSONAL PROPERTY.

Notwithstanding anything contained herein to the contrary, the sale of the Property contemplated hereunder shall not include and shall specifically exclude the Excluded Personal Property.

Seller and Purchaser agree and acknowledge that all Personal Property, with the exception of the Excluded Personal Property, shall be part of this transaction, and shall be conveyed by Seller to Purchaser by bill of sale at Closing, and shall be the property of Purchaser on the Closing Date.

The Parties acknowledge and agree the value of the Personal Property is *de minimis* and that no part of the Purchase Price is allocated thereto. Although it is not anticipated that any sales tax shall be due and payable, Purchaser agrees that Purchaser shall pay any sales and/or use taxes imposed upon or due in connection with the purchase and sale of the Personal Property under any applicable laws.

8. CLOSING.

(A) Closing. The Closing shall be on two hundred seventy (270) days after the Effective Date (hereinafter referred to as the "Closing Date"). The Closing shall be held at the offices of Mahaffey Pickens Tucker, LLP ("Settlement Agent") at a time and date which is mutually agreeable to Seller and Purchaser. The Parties shall endeavor to close by mail so that Seller's physical presence is not required at Closing. The delivery and recording of the documents and disbursement of the funds shall be effectuated through the Settlement Agent at Closing and pursuant to the instructions from the Parties hereto, which instructions shall not modify or diminish the respective obligations hereunder.

(B) Seller Documents and Deliveries. Seller shall deliver to Settlement Agent at Closing by 2:00 p.m. Lawrenceville, Georgia local time on the Closing Date the following documents, which shall be released to Purchaser at Closing (except as noted):

(i) A duly executed Limited Warranty Deed in the form attached hereto as Exhibit "C";

(ii) A duly executed Quitclaim Deed in the form attached hereto as Exhibit "D" as provided in Paragraph 3, if applicable;

(iii) A duly executed Bill of Sale in the form attached hereto as Exhibit "E";

(iv) A duly executed certification as to Seller's nonforeign status in the form attached hereto as Exhibit "F";

(v) An affidavit of Seller's residence in the form attached hereto as Exhibit "G";

(vi) An Owner's Affidavit in the form attached hereto as Exhibit "H";

(vii) A certification of the rent roll certifying that guests shown on the rent roll are the only guests occupying the Property;

(viii) An electronic copy of the closing statement;

(ix) A copy of the Articles of Organization and Operating Agreement or other entity authority of Seller, including all amendments thereto, as may be reasonably required by the title company to confirm Seller's authority to sell the Property, together with a certification that such copies are true copy, and have not been further amended or modified;

(x) A resolution and incumbency certificate executed by all members of Seller with respect to the individual(s) executing any documents or instruments on behalf of Seller in connection with the consummation of the transaction contemplated by this Agreement;

(xi) An affidavit confirming that there are no brokers representing Seller in this transaction as provided in Paragraph 12;

(xii) Any other documents or instruments reasonably related to effectuate this Agreement and consummate the transaction contemplated hereby but not inconsistent with the terms and provisions hereof.

(C) Purchaser Documents and Deliveries. Purchaser shall deliver to Settlement Agent at Closing by 2:00 p.m. Lawrenceville, Georgia local time on the Closing Date the following, which shall be released to Seller at Closing (except as noted):

(i) Payment of the balance of the Purchase Price, as adjusted in the manner required by this Agreement;

(ii) An electronic copy of the closing statement;

(ii) A copy of the resolution of the Purchaser authorizing the consummation of the transaction contemplated by this Agreement;

(iv) An affidavit confirming that there are no brokers representing Purchaser in this transaction as provided in Paragraph 12;

(v) Any other documents or instruments reasonably related to effectuate this Agreement and consummate the transaction contemplated hereby but not inconsistent with the terms and provisions hereof.

(D) Transfer Taxes/Costs and Expenses of Closing.

(i) At Closing, Seller and Purchaser shall execute, acknowledge, and file all such returns as may be necessary to comply with any applicable city, county or state conveyance taxes laws and/or Georgia real estate conveyance tax laws (collectively the "Transfer Tax Laws"). Any transfer taxes payable pursuant to any Transfer Tax Laws shall be paid by Purchaser at Closing.

(ii) Seller shall be responsible for the costs of its legal counsel, advisors and other professionals employed by it in connection with the sale of the Property.

(iii) Except as expressly provided otherwise in this Agreement, Purchaser shall be responsible for all the costs and expenses of consummating the transaction contemplated by this Agreement including, without limitation, any costs associated with its investigation of the Property and other due diligence activities, the costs and expenses of its legal counsel, advisors and other professionals employed by it in connection with the purchase of the Property, pay the Survey costs, title examination costs, title certification costs, all title insurance premiums and endorsements, any fees charged by the Escrow Agent and/or closing fees, all recording fees for documentation to be recorded in connection with the transaction contemplated by this Agreement including, without limitation, recording fees relating to removal of any title objections, and any other costs incurred by Purchaser.

(E) Real Estate Reporting Person. Settlement Agent is designated the "real estate reporting person" for purposes of Section 6045 of title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Settlement Agent shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Settlement Agent shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation.

(F) Possession at Closing. Seller shall surrender possession of the Real Property and Personal Property on the Closing Date.

9. SELLER'S REPRESENTATIONS.

(A) Seller makes the following representations and warranties:

(i) Seller owns fee simple title to the Property, subject to those title matters of record in the real estate records of Gwinnett County, Georgia, and the rights of guests of the Property;

(ii) this Agreement has been properly executed on behalf of Seller by its duly authorized officer and any and all actions, which are or may be necessary to fully authorize Seller to enter into and perform this Agreement have been properly obtained;

(iii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by Seller of any other agreement to which Seller is a party;

(iv) Seller has not engaged any broker or agent with respect to the purchase and sale contemplated under this Agreement and there are no leasing agreements or other agreements arising through Seller with any third parties concerning leasing of the Property; and

(v) there are no leases, tenancies or other occupancy agreements whose term (or any extension thereof) would extend beyond the Closing Date or give the right of possession of the Property or any portion thereof beyond the Closing Date, except as set forth on the rent roll;

(vi) neither the Property nor any portion thereof is in violation of any federal, state or local law, ordinance or regulation relating to any Hazardous Substances and there exists no presence, use, treatment, storage, release or disposal of any Hazardous Substances at, on or beneath the Property which has created or is likely to create any liability (public or private) of owners or occupants of the Property under any current federal, state or local law or regulation or which would require reporting to a governmental agency. No Hazardous Substances are present at, on or beneath any parcel of property or property adjacent to the Property and no parcel or property adjacent to the Property is in violation of any laws, ordinances, rules or regulations with respect to Hazardous Substances. As used herein, the term "Hazardous Substances" means petroleum, petroleum products, asbestos, asbestos containing materials, polychlorinated bi-phenyls ("PCBs") any other hazardous, toxic or dangerous substance, material, or waste as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 ("CERCLA"); Hazardous Materials Transportation Act, 49 U.S.C. Section 1802 ("HMTA"); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 ("RCRA"), and all amendments to the foregoing, or any other federal, state or local law, ordinance, rule or regulation applicable to the Property, and establishing liability, standards or required action as to discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal, use or existence of a hazardous, toxic or dangerous substance, material or waste. No asbestos, asbestos containing materials or PCBs are contained in or stored on or under the Property. There has never been a landfill containing decomposable material, petroleum wells, mineral-bearing mines, sewage treatment facilities, storage tanks, sink holes, radon or other toxic emissions in, on or under the Property; and

(vii) there are no encroachments upon the Property from adjacent land or landowners and there are no encroachments of any improvements located upon the Property into any adjacent land.

(viii) to the best of Seller's knowledge, there are no pending or threatened actions, suits, proceedings or bankruptcies against Seller of the Property which might affect the Property, Seller's title thereto, or the ability of Seller to perform its obligations hereunder

(B) Seller will not take, or cause to be taken, any action, which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

10. PURCHASER'S REPRESENTATIONS.

(A) Purchaser represents to Seller as follows:

(i) this Agreement has been properly executed on behalf of Purchaser by its duly authorized officer and any and all actions which are or may be necessary to fully authorize Purchaser to enter into this Agreement have been properly obtained;

(ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by Purchaser of any other agreement to which Purchaser is a Party;

(iii) Purchaser has not engaged any broker with respect to the purchase and sale of the Property contemplated under this Agreement;

(iv) Purchaser will be required to approve this transaction in a public meeting prior to closing the transaction.

(B) Purchaser will not take, or cause to be taken, any action which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

11. GUESTS AND PRE-CLOSING MANAGEMENT OF PROPERTY. Beginning upon the one hundred fiftieth (150th) day after the Effective Date (the "Guest Access Date"), and provided that Purchaser has made the First Additional Earnest Money deposit, Seller will provide Purchaser with (i) a copy of the rent roll for the Property (ii) contact information for the guests of the Property, (iii) access to guests of the Property, and (iv) an on-site meeting space, so that Purchaser may begin the process of assessing guests and performing evaluations for re-housing of guests; provided that Purchaser shall not commence any relocation of guests until it has made the Second Additional Earnest Money deposit and the Vacancy Commencement, as defined below, occurs. Prior to the Guest Access Date, Purchaser shall notify Seller in writing of one or more non-profit community organizations to assess the guests and perform re-housing evaluations, and Seller will

reasonably cooperate with such organization(s). Commencing upon the two hundred tenth (210th) day after the Effective Date, Purchaser may begin relocating guests of the Property, said date to be herein referred to as the "Vacancy Commencement". Commencing on the Vacancy Commencement, Purchaser may begin relocating guests to other housing options thereby causing units previously occupied by said guests to become vacant. Commencing on the Vacancy Commencement, Seller shall not re-let any units that are vacated for any reason. Seller shall use reasonable efforts to cause all guests to vacate the Property prior to the Closing Date.

12. BROKERAGE COMMISSION; DISCLOSURE. The Parties acknowledge that there are no brokers representing either Seller or Purchaser in this transaction. It is understood and agreed that no commission shall be due hereunder for any reason whatsoever. Purchaser and Seller each hereby indemnifies the other against and agrees to hold harmless the other from any and all claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the purchase and sale of the Property contemplated by this Agreement or any cancellation or termination of this Agreement. At Closing, Seller and Purchaser shall each execute and deliver an affidavit confirming the foregoing in order to release any lien rights pursuant to the Commercial Real Estate Broker Lien Act, O.C.G.A. § 44-14-600, et. seq. The indemnification obligations of this Paragraph 12 shall survive Closing.

13. DAMAGE AND CONDEMNATION.

(A) Risk of Loss. Between the Effective Date and the Closing Date, Purchaser shall bear all risk of loss with respect to the Property. In the event of any damage or destruction to any portion of the Property prior to Closing, this transaction shall proceed to Closing without any diminution in the Purchase Price on account of such damage or destruction. Seller shall have no obligation to pursue an insurance claim with respect to such damage or destruction or to repair such damage or destruction.

(B). Condemnation. In the event of any condemnation with respect to any portion of the Property (but not the entirety of the Property), the Parties shall consummate the purchase of the Property in accordance with the terms and provisions hereof without any diminution in the Purchase Price on account of such condemnation in which event such condemnation shall be deemed a Permitted Title Exception and Seller shall, at the Closing, assign and pay to Purchaser all condemnation awards and other payments previously received in connection with such condemnation and assign to Purchaser all rights to receive any award payable in the future on account of such condemnation. In the event of the condemnation of the entirety of the Property by any condemning authority other than Purchaser, this Agreement shall terminate.

14. NOTICES.

Unless expressly provided otherwise in this Agreement, any notice, approval, requests, demands, tenders, or other communication (collectively "Notices") which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been properly given or delivered if sent by (i) personal delivery, (ii) United States Mail, certified,

return receipt requested., (iii) courier, (iv) nationally recognized overnight delivery service (e.g. UPS , FedEx) for next business day delivery, or (v) e-mail delivery with delivery receipt tracking turned on (provided that the original shall be simultaneously delivered by method (i), (ii), (ii) or (iv)) addressed as follows:

SELLER:

Lodge Development IV, LLC
 5300 River Mill Circle
 Marietta, GA 30068
 Attn: Karen Halbach Email: kshalbach@gmail.com

With a copy to:

Gregory, Doyle, Calhoun & Rogers, LLC
 49 Atlanta St.
 Marietta, Georgia 30060
 Attn: C. George Kleeman, IV
 Email: gkleeman@gdcrlaw.com

PURCHASER:

City of Lawrenceville, Georgia
 70 South Clayton Street
 Post Office Box 502
 Lawrenceville, Georgia 30046
 Attn: Chuck Warbington, City Manager
 Email: Chuck.Warbington@lawrencevillega.org
 And

Downtown Development Authority of
 City of Lawrenceville, Georgia.
 Post Office Box 2200
 Lawrenceville, Georgia 30046
 Attn: Barry Mock, Secretary
 Email: Barry.Mock@lawrencevillegaweb.org

With a copy to:

Mahaffey Pickens Tucker, LLP
 1550 North Brown Road, Suite 125
 Lawrenceville, Georgia 30043
 Attn: Jeffrey R. Mahaffey

Email: jmahaffey@mptlawfirm.com

ESCROW AGENT:

Chicago Title Insurance Company
4170 Ashford Dunwoody Road
Suite 460
Atlanta, Georgia 30319-1442
Attention: Susan Vander Meer
E-mail: Susan.Vandermeer@cticga.com

Any notice shall be considered given or delivered, as the case may be, on the date of delivery in the case of (i) and (iii), on the postmark date in the case of (ii), on the date of delivery to the nationally recognized overnight delivery service in the case of (iv), or on the date the e-mail is sent (with delivery receipt tracking turned on) in the case of (v). However, the time period within which a response to any Notice must be given or delivered, if any, shall commence to run from the date the Notice is delivered in the case of (i), (ii), (iii) or (iv), the date the Notice is delivered by e-mail in the case of (iv) (as confirmed by delivery receipt tracking), or the date of the Party's refusal to accept delivery in the case of (i), (ii), (iii) or (iv).

Any Party may by notice to the other in the manner provided above, designate a different address for receiving Notices or designate additional or substituted parties to whom Notices should be sent under this Agreement. Counsel for a Party may provide Notice for that Party.

15. DEFAULT.

(A) Remedies of Purchaser. In the event the Closing does not occur on the Closing Date due to Seller's failure to consummate the sale and transfer of the Property to Purchaser on the Closing Date, and such failure shall continue for a period of five (5) business days after the Closing Date, Purchaser shall have the right to (a) terminate this Agreement and receive a refund of the Earnest Money Deposit, or (b) seek specific performance, but not damages, against Seller; provided, however, that such action for specific performance must be commenced within ninety (90) days after the Closing Date, it being understood that if Purchaser fails to commence an action for specific performance within the above-referenced ninety (90) day period, Purchaser's sole remedy shall be to terminate this Agreement in accordance with clause (a) hereunder. If Purchaser files an action for specific performance, it must provide written notice of the same to Escrow Agent within ninety (90) days of the Closing Date.

(B) Remedies of Seller. If Purchaser shall default in (i) the payment of the Purchase Price or the delivery of any documents to be executed and delivered by Purchaser at Closing or (ii) in the performance of any of its other material obligations to be performed on or before the Closing Date, and such default shall continue for five (5) business days after the Closing Date, Seller shall be entitled, as its sole right and exclusive remedy, to terminate this Agreement and, upon such termination, receive the Earnest Money Deposit as full, final and complete liquidated damages in accordance with and under the authority contained in O.C.G.A. § 13-6-7. The Parties understand

and agree that (i) actual damages would be difficult or impossible to ascertain in the event of such default or breach and (ii) the sum specified as liquidated damages is a reasonable estimation of the probable loss which would be sustained by Seller by reason of such default or breach and is not a penalty or forfeiture. Seller hereby waives any right to damages (except as described in this Paragraph 15(B)) or specific performance against Purchaser.

(C) Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement shall limit the Parties' respective rights and remedies at law or in equity against the other with respect to any indemnification obligations contained in this Agreement, or with respect to any other rights or obligations which survive Closing under the terms of this Agreement or survive termination or expiration of this Agreement.

(D) Notwithstanding anything to the contrary contained in the foregoing, nothing in this Section 15 shall serve to preclude Seller from seeking any remedies or damages under Section 17 of this Agreement in the event the Closing does not occur.

(E) The provisions of this Paragraph 15 shall survive the termination of this Agreement.

16. LIMITED LIABILITY OF ESCROW AGENT.

In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for any gross negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement, and, accordingly, Escrow Agent shall not incur any such liability with respect to the following: (i) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement; or (ii) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Agreement. The provisions of Paragraph 16(C) shall survive Closing or the termination of this Agreement.

17. CONFIDENTIALITY

Prior to the Guest Access Date, Purchaser shall maintain as confidential and shall not use or disclose the existence of this Agreement, the transactions contemplated hereby, or any information concerning Seller or its guests, without the prior written consent of Seller. For the avoidance of doubt, Purchaser shall not publicly disclose the existence of this Agreement or its intention to purchase or acquire the Property, prior to the Guest Access Date, without the prior written consent of Seller. Purchaser, its officers, employees, agents and affiliates shall take appropriate steps to maintain the confidential nature of this Agreement and the transaction contemplated hereby, and to safeguard all information provided to Purchaser hereunder or in connection therewith. In the event Purchaser is required by law to disclose the existence of this

Agreement, the transaction contemplated hereby or any of the information provided to Purchaser hereunder or in connection therewith, Purchaser shall notify Seller thereof and cooperate with Seller to preserve the confidentiality of such information consistent with applicable law. Purchaser acknowledges and agrees that, should the existence of this Agreement or the transactions contemplated hereby become public prior to the Guest Access Date, Seller would be irreparably and immediately harmed and that the remedies at law for any breach or threatened breach of this Section 17 shall be inadequate. Accordingly, Purchaser hereby agrees that in the event it breaches or threatens to breach the provisions of this Section 17, Seller shall have the right and remedy, without the necessity of proving actual damages or posting any bond, to enjoin Purchaser from violating or threatening to violate the provisions hereof. In the event of any legal action regarding the enforcement of this Section 17, the prevailing party will be entitled, in addition to any other remedy or damages, to recover its reasonable attorneys fees and expenses of litigation incurred in enforcing the terms hereof.

18. MISCELLANEOUS.

(A) Termination. In the event this Agreement is terminated pursuant to the terms hereof or otherwise, the terminating Party shall give notice thereof to the other Party and this Agreement shall be null and void and of no force or effect and the Parties shall have no rights, obligations or liabilities hereunder, except those which expressly survive the termination of this Agreement.

(B) Waiver. The failure of any Party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such Party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.

(C) Consent/Approval. Any consent or approval to be given hereunder (whether by Seller or Purchaser) shall not be effective unless the same shall be given in advance of the taking of the action for which consent or approval is requested and shall be in writing. Except as otherwise expressly provided herein, any consent or approval requested of Seller or Purchaser may be withheld by Seller or Purchaser in its sole and absolute discretion.

(D) Entire Agreement. This Agreement contains the sole and entire agreement of Seller and Purchaser with respect to the transaction contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between Purchaser and Seller and not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by Purchaser and Seller.

(E) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and the respective successors, successors in title and permitted assigns. Purchaser shall be entitled to assign its rights hereunder, including but not limited to an assignment to the Downtown Development Authority of the City of Lawrenceville,

Georgia, without consent of Seller provided that the assignee must assume all of Purchaser's obligations hereunder as part of such assignment.

(F) IRC § 1033 Exchange. Purchaser agrees that Seller, at its sole election, may perform a tax-deferred exchange pursuant to Section 1033 of the Internal Revenue Code, as amended and interpreted. Purchaser agree that Seller may assign its rights under this Agreement to a qualified intermediary in order to effectuate such an exchange. Purchaser agrees to cooperate in such an exchange so long as it does not delay the Closing or cause additional cost or expense to Purchaser. The inclusion of this Paragraph 18(F) in this Agreement shall not be construed as an admission or determination by either Party as to whether Seller may perform a tax-deferred exchange pursuant to Section 1033 of the Internal Revenue Code, as amended or interpreted, but rather is included out of an abundance of caution.

(G) Time is of the Essence. Time is of the essence with respect to this Agreement.

(H) Applicable Law/Construction. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of Georgia. This Agreement is entirely the product of the collective joint drafting efforts of the Parties hereto, negotiated between counsel for the Parties hereto and, in the event of a dispute concerning the meaning, construction or interpretation of this Agreement, should any Party assert any claim of ambiguity, this Agreement shall not be construed against any Party as a result of that Party's particular contribution to this effort.

(I) Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(J) Saturdays, Sundays, Legal Holidays and Effective Date. As used in this Agreement, the term "business day" shall mean every day other than Saturdays, Sundays, all days observed by the federal or Georgia governments as legal holidays, and all days on which commercial banks in Georgia are authorized by law to be closed. Any reference in this Agreement to a "day" or number of "days" (other than references to a "business day" or number of "business days") shall mean a calendar day or calendar days. In the event that any date or deadline set forth in this Agreement occurs on a Saturday, Sunday or legal holiday, such date or deadline shall automatically be extended to the next business day following such Saturday, Sunday or legal holiday. The Effective Date of this Agreement shall be the date of the last Party to sign this Agreement.

(K) Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile and/or e-mail and/or DocuSign (or similar technology) shall be considered authentic, original signatures and legally binding.

(L) Survivals. Except as expressly provided otherwise herein, this Agreement and the representations and warranties made herein shall not survive Closing and shall be merged into the closing documents.

(M) Further Assurances. Seller and Purchaser will do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, assignments, notices, transfers and assurances as may be reasonably required by the other Party, for the better assuring, conveying, assigning, transferring and confirming unto Purchaser the Property and for carrying out the intentions or facilitating the consummation of this Agreement. The provisions of this Paragraph 17(M) shall survive the Closing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, under seal, as of the Effective Date.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

PURCHASER:

2/4/2021
Date



CITY OF LAWRENCEVILLE, GEORGIA

By: David Still
David Still, Mayor,

Attest: Karen Pierce

Date

SELLER:

LODGE DEVELOPMENT IV, LLC., a Georgia limited liability corporation

By: _____
Name: _____
Title: _____

CONSENTED TO BY ESCROW AGENT FOR THE PURPOSE OF SERVING AS ESCROW AGENT HEREUNDER:

CHICAGO TITLE INSURANCE COMPANY,
as Escrow Agent

Date

By: _____
Print Name: _____
Print Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

EXHIBIT "B"

EXCLUDED PERSONAL PROPERTY

EXHIBIT “C”

FORM OF LIMITED WARRANTY DEED

AFTER RECORDING RETURN TO:

Tax Parcel ID No. R7011 004 and R7011 118

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is made this ____ day of _____, 2021, by and between LODGE DEVELOPMENT IV, LLC., a Georgia limited liability company (“**Grantor**”), and THE CITY LAWRENCEVILLE, GEORGIA (“**Grantee**”).

W I T N E S E T H :

That, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee that certain parcel of land being described on EXHIBIT “A” attached hereto and made a part hereof (the “**Land**”), together with all improvements and appurtenances to the Land (collectively, the “**Property**”).

The conveyance of the Property is made subject to all matters set forth on EXHIBIT “B” attached hereto and made a part hereof (the “**Permitted Title Exceptions**”).

TO HAVE AND TO HOLD the Property, together with all rights, members, and appurtenances thereto, to the same being, belonging, or in anywise appertaining, to the use and benefit of Grantee, its successors and assigns, forever in FEE SIMPLE.

AND GRANTOR will warrant and forever defend the right and title to the Property unto Grantee against lawful claims of all persons claiming by, through or under Grantor, but not otherwise, subject to the Permitted Title Exceptions.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

LODGE DEVELOPMENT IV, LLC, a Georgia limited liability corporation

Unofficial Witness
Print Name: _____

By: _____
Print Name:
Print Title:

Notary Public
My Commission Expires:

[AFFIX NOTARIAL SEAL]

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "B"

PERMITTED TITLE EXCEPTIONS

EXHIBIT “D”

FORM OF QUITCLAIM DEED

AFTER RECORDING RETURN TO:

Tax Parcel ID No. R7011 004 and R7011 118

QUITCLAIM DEED

THIS INDENTURE is made and entered into as of this ____ day of _____ 2020, by and between LODGE DEVELOPMENT IV, LLC., a Georgia limited liability company (“**Grantor**”), and THE CITY LAWRENCEVILLE, GEORGIA (“**Grantee**”).

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, has bargained and sold and by these presents does hereby grant, bargain, sell, remise, release, and forever QUITCLAIM unto Grantee all right, title, interest, claim or demand which Grantor has or may have had in and to:

See EXHIBIT “A” attached hereto and by this reference made a part hereof.

TOGETHER with all rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the described premises unto Grantee, its successors and assigns, so that neither Grantor, nor any persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

LODGE DEVELOPMENT IV, LLC,
a Georgia limited liability corporation

Unofficial Witness
Print Name: _____

By: _____
Print Name: _____
Print Title: _____

Notary Public
My Commission Expires: _____

[AFFIX NOTARIAL SEAL]

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "E"

FORM OF BILL OF SALE

BILL OF SALE

LODGE DEVELOPMENT IV, LLC., a Georgia corporation ("Seller"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Seller by THE CITY LAWRENCEVILLE, GEORGIA ("Purchaser"), the receipt and sufficiency of which are hereby acknowledged, hereby sells, conveys, assigns, transfers, delivers and sets over to Purchaser all fixtures, furniture, furnishings, equipment, machinery, inventory, appliances and other articles of tangible personal property, other than the Excluded Personal Property identified on Exhibit "A" attached hereto and made a part hereof, owned by Seller (the "Personal Property") and which are located at and used or usable in connection with the real property commonly known as 652 Buford Drive, Lawrenceville, Gwinnett County, Georgia 30046, Property ID R7011 004 and R7011 118.

TO HAVE AND TO HOLD unto Purchaser and its successors and assigns to its and their own use and benefit forever.

This Bill of Sale is made by Seller without recourse and without any expressed or implied representation or warranty whatsoever. Seller has executed this Bill of Sale and BARGAINED, SOLD, TRANSFERRED, CONVEYED and ASSIGNED the Personal Property and Purchaser has accepted this Bill of Sale and purchased the aforementioned Personal Property AS IS AND WHEREVER LOCATED, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, EXPRESS, IMPLIED, OR STATUTORY, IT BEING THE INTENTION OF SELLER AND PURCHASER TO EXPRESSLY NEGATE AND EXCLUDE ALL WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, ANY IMPLIED OR EXPRESS WARRANTY OF TITLE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, ANY RIGHTS OF PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, ANY CLAIM BY PURCHASER FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN WITH RESPECT TO THE PERSONAL PROPERTY, WARRANTIES CREATED BY AFFIRMATION OF FACT OR PROMISE AND ANY OTHER WARRANTIES CONTAINED IN OR CREATED BY THE UNIFORM COMMERCIAL CODE AS NOW OR HEREAFTER IN EFFECT IN THE STATE IN WHICH THE PERSONAL PROPERTY IS LOCATED, OR CONTAINED IN OR CREATED BY ANY OTHER LAW

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of this
____ day of _____, 2021.

SELLER:

LODGE DEVELOPMENT IV, LLC,
a Georgia limited liability corporation

By: _____
Print Name:
Print Title:

EXHIBIT "F"

FORM OF NON-FOREIGN AFFIDAVIT

NON-FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the transferee, THE CITY OF LAWRENCEVILLE, GEORGIA that withholding of tax is not required upon the disposition of a United States real property interest by LODGE DEVELOPMENT IV, LLC, a Georgia limited liability company ("Seller"), of the property described on EXHIBIT "A" attached hereto and by this reference made apart hereof, the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as such terms are defined in the Internal Revenue Code and Income Tax Regulations).
2. Seller's tax identification number is _____.
3. Seller's address is - 5300 River Mill Circle, Marietta, GA 30068.

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

EXECUTED on this ____ day of _____, 2021.

LODGE DEVELOPMENT IV, LLC, a
Georgia limited liability corporation

By: _____
Print Name:
Print Title:

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "G"

FORM OF AFFIDAVIT OF SELLER'S RESIDENCE

AFFIDAVIT OF SELLER'S RESIDENCE**SELLER:**

LODGE DEVELOPMENT IV, LLC,
 a Georgia limited liability company
 5300 River Mill Circle, Marietta, GA 30068

Tax ID No. _____

INSTRUCTIONS

This form is provided to be executed by the seller and furnished to the buyer to establish Georgia residency, such that withholding from the proceeds of the sale of property are not subject to the withholding laws of this state (See O.C.G.A. § 48-7-128).

Sellers are not subject to withholding from the proceeds of sale if either they reside in Georgia, or they are deemed to be a Georgia resident by virtue of the fact that they have filed Georgia tax returns in the preceding two years, do business or own property in Georgia, intend to file a Georgia Tax return for the current year, and if a corporation or limited partnership, are registered to do business in this State.

Seller is not required to withhold if this Affidavit (or one in substantially the same form) is submitted to the Department in lieu of a withholding tax return.

The Seller is to execute this Affidavit by placing an initial in the blank(s) preceding statements which apply.

Seller is exempt from withholding on the sale of property because:

 X Seller is a resident of Georgia.

Seller is not a resident of Georgia, but is deemed a resident for purposes of withholding by virtue of:

 Seller is a nonresident who has filed Georgia tax returns for the preceding two years;
 and

 Seller is an established business in Georgia and will continue substantially the same business in Georgia after the sale OR the seller has real property in the State at the time

of closing of equal or greater value than the withholding tax liability as measured by the 100% property tax assessment of such remaining property; and

_____ Seller will report the sale on a Georgia Income Tax return for the current year and file by its due date; and

_____ If Seller is a corporation or limited partnership, seller is registered to do business in Georgia.

Under penalty of perjury, I swear that the above information is, to the best of my knowledge and belief, true, correct, and complete.

GIVEN under my hand and seal this ____ day of _____, 2021.

Sworn to and subscribed before me this
_____ day of _____, 2021.

LODGE DEVELOPMENT IV, LLC,
a Georgia limited liability corporation

Notary Public
My Commission Expires:

By: _____
Print Name:
Print Title:

[AFFIX NOTARIAL SEAL]

EXHIBIT "H"

FORM OF OWNER'S AFFIDAVIT

OWNER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF _____

THE AFFIANT being the _____ of LODGE DEVELOPMENT IV, LLC, a Georgia limited liability company ("**Owner**"), whose address is 5300 River Mill Circle, Marietta, GA 30068, being duly cautioned and sworn, deposes and says that, with respect to the property located in the City of Lawrenceville, Gwinnett County, Georgia, being more particularly described on EXHIBIT "A" attached hereto and incorporated herein by this reference (the "**Property**"), and in [his/her] representative capacity, and not personally, that:

1. To Owner's knowledge, no one other than the Owner is in possession or has a right to possession of the Property except as set forth on EXHIBIT "B" attached hereto and incorporated herein (the "**Permitted Title Exceptions**");
2. Owner has no knowledge of any unrecorded easement, or claim of easement, affecting the Property except as may be set forth in the Permitted Title Exceptions;
3. Provision for payment has been made for any repair or improvement of the Property undertaken by or under the direction of Owner within the last ninety-five (95) days. In the event a lien is filed relating to work contracted for prior to the date hereof, Owner agrees to indemnify and hold the Company (as defined below) harmless from any loss or damage it actually suffers;
4. Owner has no knowledge that there are any unpaid real estate taxes or assessments affecting the Property except as set forth in the Permitted Title Exceptions;
5. Owner has not delivered any unrecorded mortgage or other lien affecting the Property;
6. No services of a broker or salesperson (as that term is defined in O.C.G.A. §43-40-1) ("**Broker**") has been engaged by Owner with regard to the management, sale, purchase, lease, option, or other conveyance of interest in the Property and, as of the date hereof, Owner has not received notice that any broker's lien has been filed against the Property; and

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EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "B"

PERMITTED TITLE EXCEPTIONS

EXHIBIT "C"
IMPROVEMENTS/REPAIRS

PURCHASER:

CITY OF LAWRENCEVILLE, GEORGIA

Date

By: _____
David Still, Mayor,

Attest: _____

[SEAL]

SELLER:

2/22/21

Date

LODGE DEVELOPMENT IV, LLC., a Georgia limited liability company

By: Karen S. Holbeck

Name:
Title: Vice President

CONSENTED TO BY ESCROW AGENT FOR THE PURPOSE OF
SERVING AS ESCROW AGENT HEREUNDER:

CHICAGO TITLE INSURANCE COMPANY,
as Escrow Agent

Date

By: _____
Print Name:
Print Title:



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL SPECIAL CALL JULY 19, 2021

AGENDA CATEGORY: COUNCIL BUSINESS

Item: Amendment One to 2021 Agreement with Impact 46 for Relocation Services

Department: City Manager

Date of Meeting: Monday, July 19, 2021

Fiscal Impact: \$750,000

Presented By: Chuck Warbington, City Manager

Action Requested: Approval of an agreement for an amendment to the 2021 contract with Impact 46 for relocation services and authorize use of 2020 DDA Bond Funds for the costs

Summary: The 2021 Agreement continued a strategic partnership with Impact 46 to provide a specific scope of work to be accomplished through the Lawrenceville Response Center (LRC). It is the desire of the City to amend paragraph 4, SCOPE OF WORK of the AGREEMENT to incorporate additional services and paragraph 6, FEES AND EXPENSES to account for the costs of the additional services to be provided. Also seeking approval to use 2020 DDA Bond Funds for the costs of these services.

Fiscal Impact: \$750,000

Attachments/Exhibits: Addendum One to the 2021 Agreement

ADDENDUM #1 TO THE 2021 AGREEMENT WITH IMPACT 46 FOR LAWRENCEVILLE RESPONSE CENTER

This **ADDENDUM # 1** is made to an **AGREEMENT** that was made and entered into on the 4th day of March, 2021 by and between the City of Lawrenceville, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as the “City,” and Impact 46, Inc., a domestic nonprofit corporation, hereinafter referred to as “Impact 46.”

Said **AGREEMENT** did establish a strategic partnership with Impact 46 to provide a specific scope of work to be accomplished through the Lawrenceville Response Center (LRC). It is the desire of the City to amend the **AGREEMENT** to incorporate additional services and add additional funding.

Paragraph 4, **SCOPE OF WORK** of the **AGREEMENT** is hereby amended to add the following services:

c). Impact 46 will provide relocation services to residents who may be displaced during and after the acquisition of property known as Metro Extended Stay, located at 652 Buford Drive, Lawrenceville, Georgia by the City and or the Downtown Development Authority of Lawrenceville Georgia (DDA). Assistance will consist of help with finding suitable housing and financial assistance to the extent determined by Impact 46 within the parameters set in consultation with the City and DDA. The services to be provided are explained in more detail on Attachment 1 of this agreement.

Paragraph 6. **FEES, IN-KIND AND EXPENSES**, is hereby amended to add 6.A. as follows:

6.A. ADDITIONAL FEES AND EXPENSES:

The City agrees to pay Impact 46 an amount not to exceed \$750,000.00 (Seven Hundred Fifty Thousand Dollars), to facilitate the **SCOPE OF WORK** outlined in paragraph 4. c.) as amended herein. Impact 46 must document expenditures and will be required to return any unobligated monies to the City upon the termination of this Agreement. Nothing in this **ADDENDUM #1** shall act to prevent Impact 46 from seeking other sources of funding and revenue to accomplish the **SCOPE OF WORK** as amended.

Nothing contained herein shall change any other part of the **AGREEMENT** unless acknowledged in a written amendment approved and signed by both parties. The parties agree that the terms of this **ADDENDUM #1** include the entire **ADDENDUM #1** between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this **ADDENDUM #1**.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **ADDENDUM** to be signed, sealed and delivered this _____ day of July, 2021.

Impact 46, INC

CITY OF LAWRENCEVILLE,
GEORGIA

By: _____
Jennifer Young, Executive Director

By: _____
David R. Still, Mayor
City of Lawrenceville

ATTEST:

ATTEST:

Signature

Karen Pierce, City Clerk
City of Lawrenceville

(Seal)

(Seal)

APPROVED AS TO FORM:

Signature
City Attorney

ATTACHMENT 1

ADDENDUM #1 SCOPE OF SERVICES

Metro Extended Stay Relocation Project

Proposed Project:

Impact46 dba the Lawrenceville Response Center (LRC), in partnership with the City of Lawrenceville, will serve as the Housing Relocation Consultant for the rehousing of 131 rooms from Metro Extended Stay July 22-November 22, 2021. As part of our homelessness prevention strategy, we are committed to making sure families/individuals are not displaced as a result of the purchase of the Metro Extended Stay. Many of these families identify the Metro as their home and have resided there for many years (5+). The LRC is a collaborative partnership between the Lawrenceville Co-op, Lawrenceville Housing Authority/Gwinnet Housing Corporation, and the Georgia Center for Opportunity. Through our strategic partnerships we aim to provide wholistic and comprehensive care for low-income families with a goal to help propel them towards self-sufficiency and sustainability by providing access to affordable housing options and employment opportunities.

Scope of Services:

Based on previous relocation projects, the LRC proposes that the Metro relocation project be done in 2 phases: Phase 1- Stability services and Phase 2- Complete Intake and Relocation.

Based on our work with clients moving to permanent housing, the following must be present for a client to be relocated to permanent housing:

- Full-time employment with a livable wage (\$16-19/hr) and 4-6 paystubs
- Savings of at least \$2500 (at least 2 months worth of rent)
- No previous criminal or eviction history (private rentals are more lenient)
- Reliable transportation
- If children are in the household we must take into consideration their school cluster.

Previous Relocation Metrics:

A. Villa Lodge:

25% moved to permanent housing (more applied but didn't qualify due to lack of employment)

22% had a criminal history preventing them from moving to permanent housing

34% were employed (mostly part-time)

B. 816 N. Clayton:

43% moved to permanent housing (mostly private rentals)

71% had a criminal history

29% had a previous eviction

29% were employed only Part-time

To accomplish a successful relocation project, the LRC proposes that we provide stability services while clients are housed at the Metro, but will be relocating. Based on the statistics from other relocation projects, our stability services include:

- Employment coaching and mentorship in partnership with the Gwinnett Works team run by “Crisis to Career”. Impact46, Georgia Center for Opportunity, and Families First in partnership with other organizations (Goodwill, First Step Staffing, and others) are working on large scale efforts that focus on getting Gwinnett residents back to work. Prior to their relocation, we will work with clients to help them obtain a livable wage job to acquire savings and employment stability.
- We will work with housing partners to (Padsplit, OpenDoor, Gwinnett Housing Corporation, and Lawrenceville apartment complexes) to provide adequate permanent housing options for residents as we prepare them for relocation.
- We will assess other barriers such as transportation and childcare. Many people reside at the Metro and work within walking distance of their employer (ie. Waffle house, warehouse jobs off Hurricane shoals, etc.)

The LRC will relocate 131 rooms, an estimated 250 people to temporary/long-term housing provided relocation/consultation funding from the City of Lawrenceville from Sept.22-Nov. 5(soft move-out) with final day to move out being November 19, 2021. The preparation and relocation itself will require the entire LRC staff for us to be successful. We project the following numbers to indicate success:

- 35% of HH move to permanent housing w/ FT employment and adequate savings
- 30% move to temporary housing with FT/PT employment, and little savings- We would offer to keep working with these families if they reside in Lawrenceville.
- 30% will take the relocation stipend and relocate outside of Lawrenceville, but within Gwinnett.
- 5% will relocate to another local extended stay
- To increase the long-term success of families who desire to move into permanent housing, Impact46 will partner with the Lawrenceville Co-Op, LEAP, and GCO to provide one employment prep workshop: Aug. 19 and two hiring events: August 26 and September 23. Both of the hiring events will include 10 ready to hire employers with starting wages at \$16/hr.

Funds must be made available prior to relocation services. Please see the attached budget for the project.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: SPECIAL CALL, JULY 19, 2021

AGENDA CATEGORY: COUNCIL BUSINESS

Item: Lawrenceville Arts Center Operating Agreement

Department: City Manager

Date of Meeting: Monday, July 19, 2021

Fiscal Impact: TBD

Presented By: Chuck Warbington, City Manager

Action Requested:

Attachments/Exhibits:



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: SPECIAL CALL, JULY 19, 2021

AGENDA CATEGORY: COUNCIL BUSINESS

Item:	Purchase of Furniture for Lawrenceville Arts Center
Department:	Administration
Date of Meeting:	Monday, July 19, 2021
Fiscal Impact:	\$101,354.39
Presented By:	Chuck Warbington, City Manager
Action Requested:	Award the Purchase of Furniture for Lawrenceville Arts Center to Jasper Seating Company, Inc. in the amount of \$9,667.00, Ergonom Corporation in the amount of \$2,881.92, OFS Brands, Inc. in the amount of \$24,393.22, Trinity Furniture, Inc. in the amount of \$3,388.32, Safco Products Co. in the amount of \$8,540.16, Global Industries, Inc. in the amount of \$15,475.70, Office Master, Inc. in the amount of \$22,755.15, and Krug, Inc. in the amount of \$14,252.92 using State of Georgia Contract 99999-001-SPD0000100.

Summary: This furniture consists of tables, chairs, stools, credenzas and other related furniture for the LPAC expansion project.

Fiscal Impact: Amount of \$101,354.39. This purchase is funded by the Capital Outlay Bond Fund (3626184.541000). Project SP-005.

Attachments/Exhibits:
Quotations

Proposal

Turnerboone - Atlanta
 King Plow Art Center
 957 W. Marietta Street, NW
 Atlanta, GA 30318-5215
 Phone: 404.733.1060
 www.turnerboone.com

Order Number	24252
Date	06/25/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	1 of 2

T City of Lawrenceville
 O PO Box 2200
 70 S. Clayton Street
 Lawrenceville, GA 30046

 ATTN: Kim Hays
 Phone: 770-963-2414
 Email: ap.invoices@lawrencevillega.org

S Lawrenceville Performing Arts Center
 H 128 E. Pike St
 I Lawrenceville, GA 30046
 P

 T ATTN: Kip Stokes
 O Phone: 770.529.7714 x309

Prepared for : Megan O'Connor

Please make your Purchase Order out to:
 OFS Brands, Inc.
 c/o turnerboone
 1204 East 6th Street
 Huntingburg, IN 47542

GA State Contract # 99999-001-SPD0000100-0075

Line	Quantity	Description	Unit Price	Extended Amount
1	4.00 Each	CAROLINA BUSINESS FURNITURE-OFS BRANDS 5110-30-I-O--HPL-BUP Basil 30 Deg Inside Wedge Middle Table ~HPL:HPL BUP:Burnished (BUP) Mark Line For: Tag TG: C-12 Tag GC: LPAC_THEATRE LOBBY Tag T5: CAROLINA	557.43	2,229.72
2	4.00 Each	CAROLINA BUSINESS FURNITURE-OFS BRANDS 5110-60I-E1Y-X9-D1E-X9-X9-9--FAB--X9 Basil 60 Deg Inside Wedge Loveseat E1Y:Metal, Left & Right X9:No Selection of Option D1E:Brushed Aluminum Metal Legs X9:Not Applicable X9:No Selection of Option 9:Grade 9 Material ~FAB:BACK ONLY- Design Tex, Loop To Loop, Red Light (GRD 9) :SEAT & AMRS- Ultrafabrics, Mokume, Tiki Hut (556-3252) - GRD 8 X9:No Selection of Option Mark Line For: Tag TG: C-12 Tag GC: LPAC_THEATRE LOBBY Tag T5: CAROLINA	2,955.45	11,821.80
3	2.00 Each	CAROLINA BUSINESS FURNITURE-OFS BRANDS 5110-B60I-D1E-X9-8-Brisa-X9 Basil 60 Deg Inside Wedge Bench D1E:Brushed Aluminum Metal Legs X9:Not Applicable 8:Grade 8 Material	1,215.33	2,430.66

Proposal

Turnerboone - Atlanta
 King Plow Art Center
 957 W. Marietta Street, NW
 Atlanta, GA 30318-5215
 Phone: 404.733.1060
 www.turnerboone.com

Order Number	24252
Date	06/25/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	2 of 2

4.

		Brisa:Ultrafabrics, Mokume, Tiki Hut (556-3252) (GRD 8) X9:No Selection of Option Mark Line For: Tag TG: C-12 Tag GC: LPAC_THEATRE LOBBY Tag T5: CAROLINA		
4	2.00 Each	OFS BRANDS, INC. BK-3072SDS-BUW-BUW Beck 70.5x19.25x30 Credenza Shelf-Drawer-Shelf BUW:Burnished BUW:Burnished Mark Line For: Tag TG: T-10 Tag GC: LPAC_THEATRE LOBBY Tag T5: OFS	3,716.37	7,432.74
5	1.00 Each	OFS BRANDS, INC. TARIFF OFS Brands. Tariff for Carolina (C-12) + OFS (T-10) items. Mark Line For: Tag TG: TARIFF Tag GC: LPAC Tag T5: CAROLINA + OFS	478.30	478.30
Order Sub-Total :			\$24,393.22	
TOTAL ORDER :			\$24,393.22	
Required Deposit 50.0% :			\$12,196.61	

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PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Signature: _____ Name: _____ Title: _____ Date: _____

Proposal

Turnerboone - Atlanta
 King Plow Art Center
 957 W. Marietta Street, NW
 Atlanta, GA 30318-5215
 Phone: 404.733.1060
 www.turnerboone.com

Order Number	24255
Date	06/25/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	1 of 3

T City of Lawrenceville
 O PO Box 2200
 70 S. Clayton Street
 Lawrenceville, GA 30046

 ATTN: Kim Hays
 Phone: 770-963-2414
 Email: ap.invoices@lawrencevillega.org

S Lawrenceville Performing Arts Center
 H 128 E. Pike St
 I Lawrenceville, GA 30046
 P

 T ATTN: Kip Stokes
 O Phone: 770.529.7714 x309

Prepared for : Megan O'Connor

Please make your Purchase Order out to:
 Safco Products Co.
 c/o turnerboone
 9300 West Research Center Rd
 New Hope, MN 55428

Ga State Contract # 99999-001-SPD0000100-0063

Line	Quantity	Description	Unit Price	Extended Amount
1	2.00 Each	SAFCO PRODUCTS COMPANY 4601BL-BL- Impromptu Coat Rack BL:Black :Coat Check – QTY- 2 Mark Line For: Tag TG: A-02 Tag GC: LPAC_COAT CHECK Tag T5: SAFCO	260.16	520.32
2	2.00 Each	SAFCO PRODUCTS COMPANY 5532--TN- Steel Storage Cabinet-72"H TN:Tan :Wigs and Make-up Room – QTY-2 Mark Line For: Tag TG: A-05 Tag GC: LPAC_WIGS + MAKEUP Tag T5: SAFCO	449.28	898.56
3	7.00 Each	SAFCO PRODUCTS COMPANY 9687SS--SS--- Step-On 10 Gallon Stainless Receptacle SS:Stainless Steel :Wigs and Make-up Room – QTY-1 :Dressing Room (016) – QTY- 1 :Dressing Room (012) – QTY- 1 :Dressing Room (013, 014) – QTY- 2 :Dressing Room (137 and 139) – QTY- 2 Mark Line For: Tag TG: A-07 Tag GC: LPAC_SEE NOTES Tag T5: SAFCO	130.56	913.92
4	1.00	SAFCO PRODUCTS COMPANY	705.60	705.60

Proposal

Turnerboone - Atlanta
 King Plow Art Center
 957 W. Marietta Street, NW
 Atlanta , GA 30318-5215
 Phone: 404.733.1060
 www.turnerboone.com

Order Number	24255
Date	06/25/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	2 of 3

4.

	Each	HLT364--S5- 4-Drawer Lateral File, 36"W x 18 5/8"D x 52 1/2"H S5:Black :Costume Production Shop – QTY- 1 Mark Line For: Tag TG: A-13 Tag GC: LPAC_SEE NOTES Tag T5: SAFCO		
5	4.00 Each	SAFCO PRODUCTS COMPANY 1732BL-- Safco. Lounge Chair.Black Vinyl. 29.75"D x 29"H x 33"W. :Green Room (004) – QTY- 4 Mark Line For: Tag TG: C-04 / CHAIR Tag GC: LPAC_SEE NOTES Tag T5: SAFCO	644.16	2,576.64
6	4.00 Each	SAFCO PRODUCTS COMPANY RESFEET4PK-- Safco. Resi Seating Leg Kit. Legs for 1732BL. :GREEN ROOM (004) – QTY- 4 Mark Line For: Tag TG: C-04 / LEGS Tag GC: LPAC_SEE NOTES Tag T5: SAFCO	55.68	222.72
7	4.00 Each	SAFCO PRODUCTS COMPANY 6664--SL- Diesel High Base w/Back SL:SILVER :Costume Production Shop – QTY- 3 Mark Line For: Tag TG: C-11 Tag GC: LPAC_SEE NOTES Tag T5: SAFCO	148.32	593.28
8	7.00 Each	SAFCO PRODUCTS COMPANY 6245BL-- Boltless Steel & Particle Board Shelving 36 x 18", Black :LIGHTING STORAGE – QTY-2 :WORKROOM – QTY- 2 :STAGE GENERAL STORAGE – QTY-3 Mark Line For: Tag TG: S-01 Tag GC: LPAC_SEE NOTES Tag T5: SAFCO	137.28	960.96
9	3.00 Each	SAFCO PRODUCTS COMPANY 6247BL-- Boltless Steel & Particle Board Shelving 36 x 24", Black :INSTRUMENT STORAGE – QTY- 3 Mark Line For: Tag TG: S-01B Tag GC: LPAC_SEE NOTES Tag T5: SAFCO	152.16	456.48
10	2.00 Each	SAFCO PRODUCTS COMPANY RESENDTNA-- Resi End Table, 14"Dia x 17"H :Crew Ready Room – QTY- 2 Mark Line For: Tag TG: T-2 Tag GC: LPAC_SEE NOTES	144.00	288.00

Proposal

Turnerboone - Atlanta
 King Plow Art Center
 957 W. Marietta Street, NW
 Atlanta , GA 30318-5215
 Phone: 404.733.1060
 www.turnerboone.com

Order Number	24255
Date	06/25/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	3 of 3

		Tag T5: SAFCO		
11	1.00 Each	SAFCO PRODUCTS COMPANY 1719--NA-GR1-EXG1-EX12- Resi Upholstered Ottoman Maple Veneer Tabletop; 36Dia x 15.25"H NA:NATURAL GR1:GRADE 1 EXG1:EXPO EX12:FOG :GREEN ROOM (004) – QTY- 1 Mark Line For: Tag TG: T-3 Tag GC: LPAC_SEE NOTES Tag T5: SAFCO	403.68	403.68

Order Sub-Total : \$8,540.16

TOTAL ORDER : \$8,540.16

Required Deposit 50.0% : \$4,270.08

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Signature: _____ Name: _____ Title: _____ Date: _____

Proposal

Turnerboone - Atlanta
 King Plow Art Center
 957 W. Marietta Street, NW
 Atlanta, GA 30318-5215
 Phone: 404.733.1060
 www.turnerboone.com

Order Number	24249
Date	06/28/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	1 of 2

T City of Lawrenceville
 O PO Box 2200
 70 S. Clayton Street
 Lawrenceville, GA 30046

 ATTN: Kim Hays
 Phone: 770-963-2414
 Email: ap.invoices@lawrencevillega.org

S Lawrenceville Performing Arts Center
 H 128 E. Pike St
 I Lawrenceville, GA 30046
 P

 T ATTN: Kip Stokes
 O Phone: 770.529.7714 x309

Prepared for : Megan O'Connor

Please make your Purchase Order out to:
 JSI, Inc.
 c/o turnerboone
 P.O. Box 231
 225 Clay Street
 Jasper, Indiana 47547-0231

GA State Contract # 99999-001-SPD0000100-0048

Line	Quantity	Description	Unit Price	Extended Amount
1	2.00 Each	JSI M36R--OTHER--F Menu Round Table Top-36d x 36w x 1 1/4h OTHER:Other Laminate Selection :JSI Ale Light F:Black Vinyl T-Mold Edge Mark Line For: Tag TG: T-04 / TOP Tag GC: LPAC_GREEN RM 004 Tag T5: JSI	153.00	306.00
2	2.00 Each	JSI BI-30BW--~~~NP Bistro Menu Four Prong Metal Table Base-3d x 30w x 28h ~:No Custom Height Base Selected ~:No Bar Height Base with Foot Ring Selected NP:Nylon Plastic Glides (standard) Mark Line For: Tag TG: T-04 / BASE Tag GC: LPAC_GREEN RM 004 Tag T5: JSI	79.50	159.00
3	1.00 Each	JSI BU4884-40TTWLH-LAM-ALL-M-M-ALM-MBK-~~~ Bourne 48d x 84w x 40h Rect Table w/Wood Legs LAM:Laminate ALL:Ale Light M:Maple Leg Species (Standard) M:Maple Finish ALM:Ale Medium MBK:Matte Black Foot Rail ~:No Accessory Hooks Selected	1,850.50	1,850.50

Proposal

Turnerboone - Atlanta
 King Plow Art Center
 957 W. Marietta Street, NW
 Atlanta , GA 30318-5215
 Phone: 404.733.1060
 www.turnerboone.com

Order Number	24249
Date	06/28/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	2 of 2

4.

		~:No EC26 Worksurface Power Cut-Out Selected Mark Line For: Tag TG: T-05 Tag GC: LPAC_GREEN RM 004 Tag T5: JSI		
4	6.00 Each	JSI PST36-18RDC--VIN-T-MBK-- Prost Large Cylinder Table with Legs- 36d x 36w x 18h VIN:Vintage T:Same Laminate Top MBK:Matte Black :(4) - Theatre Lobby :(2) - Level Two Prefunction Mark Line For: Tag TG: T-08 Tag GC: LPAC Tag T5: JSI	879.50	5,277.00
5	3.00 Each	JSI PST24-21RDC--VIN-T-MBK Prost Medium Cylinder Table with Legs- 24d x 24w x 21h VIN:VINTAGE T:SAME LAMINATE TOP MBK:MATTE BLACK Mark Line For: Tag TG: T-15 Tag GC: LPAC_THEATRE LOBBY Tag T5: JSI	691.50	2,074.50
Order Sub-Total :			\$9,667.00	
TOTAL ORDER :			\$9,667.00	
Required Deposit 50.0% :			\$4,833.50	

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Signature: _____ Name: _____ Title: _____ Date: _____

Proposal

Turnerboone - Atlanta
 King Plow Art Center
 957 W. Marietta Street, NW
 Atlanta, GA 30318-5215
 Phone: 404.733.1060
 www.turnerboone.com

Order Number	24258
Date	06/25/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	1 of 2

4.

T City of Lawrenceville
 O PO Box 2200
 70 S. Clayton Street
 Lawrenceville, GA 30046

 ATTN: Kim Hays
 Phone: 770-963-2414
 Email: ap.invoices@lawrencevillega.org

S Lawrenceville Performing Arts Center
 H 128 E. Pike St
 I Lawrenceville, GA 30046
 P
 T ATTN: Kip Stokes
 O Phone: 770.529.7714 x309

Prepared for : Megan O'Connor

Please make your Purchase Order out to:
 Global
 c/o turnerboone
 2124 Evergreen Boulevard
 Duluth, GA 30096

GA State Contract # 99999-001-SPD-0000100-0032

Line	Quantity	Description	Unit Price	Extended Amount
1	10.00 Each	GLOBAL MVLFR72 Tubular Legs - 30D x 72W x 29-1/4H, LITE LIFT II FOLDING TABLES Mark Line For: Tag TG: T-1 Tag GC: LPAC Tag T5: GLOBAL	167.56	1,675.60
2	165.00 Each	OFFICES TO GO OTG11934--~STO--~QULT-QL10 Fabric Back & Seat, Armless, 4 Legged Base, Glides, Floor & Stacking Bumpers Included, Stacks 10 High on Dolly OTG11705, OTG GUEST & STACK ~STO:Stocked Textile (QL10) ~QULT:Quilt QL10:1-Black Mark Line For: Tag TG: C-17 Tag GC: LPAC Tag T5: OFFICES TO GO	82.60	13,629.00
3	2.00 Each	OFFICES TO GO OTG11705 Dolly for OTG11934, OTG GUEST & STACK Mark Line For: Tag TG: C-17X Tag GC: LPAC Tag T5: OFFICES TO GO	85.55	171.10

Order Sub-Total : \$15,475.70

TOTAL ORDER : \$15,475.70

Required Deposit 50.0% : \$7,737.85

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Proposal

Turnerboone - Atlanta
King Plow Art Center
957 W. Marietta Street, NW
Atlanta , GA 30318-5215
Phone: 404.733.1060
www.turnerboone.com

Order Number	24258
Date	06/25/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	2 of 2

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Signature: _____ Name: _____ Title: _____ Date: _____

Proposal

Turnerboone - Atlanta
King Plow Art Center
957 W. Marietta Street, NW
Atlanta, GA 30318-5215
Phone: 404.733.1060
www.turnerboone.com

Order Number	24259
Date	06/28/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	1 of 5

T City of Lawrenceville
O PO Box 2200
70 S. Clayton Street
Lawrenceville, GA 30046

ATTN: Kim Hays
Phone: 770-963-2414
Email: ap.invoices@lawrencevillega.org

S Lawrenceville Performing Arts Center
H 128 E. Pike St
I Lawrenceville, GA 30046
P

T ATTN: Kip Stokes
O Phone: 770.529.7714 x309

Prepared for : Megan O'Connor

Please make your Purchase Order out to:
Office Master, Inc.
c/o turnerboone LLC
1110 South Mildred Ave
Ontario, CA 91761

GA State Contract # 99999-001-SPD-0000100-0074

Line	Quantity	Description	Unit Price	Extended Amount
1	50.00 Each	OM Seating OM5-AG-WT01-BKCM-BKCM-N~PFB-UPS-GR2-DRF-2707-G~~~~~ OM5 Active Guest Chair (Oversized Carton) WT01:WT01 - Arctic White BKCM:BKCM - Modern Black frame with black arm/armless knuckle BKCM-N:Modern Black Armless Knuckle ~PFB:PF - No Upholstery UPS:UPS - Upholstered Seat GR2:Grade 2/Grade-in A - Arcade, Clue, Drift, Knack, Soft Sit and Track DRF:Drift 2707:Redline G:G - Glide ~:No Selection (STD) ~:No Selection ~:No Selection :Trap & Orchestra Pit Level- QTY- 50 Mark Line For: Tag TG: C-01 Tag GC: LPAC_SEE NOTES Tag T5: OM SEATING	178.20	8,910.00
2	4.00 Each	OM Seating STDLY5N- Dolly for OM5-AG :Trap & Orchestra Pit Level - QTY- 4 Mark Line For: Tag TG: C-01X Tag GC: LPAC_SEE NOTES Tag T5: OM SEATING	211.75	847.00
3	33.00 Each	OM Seating OM5-AG-WT01-BKCM-BKCM-N~PFB-UPS-GR2-DRF-2704-G~~~~~ OM5 Active Guest Chair (Oversized Carton)	178.20	5,880.60

Proposal

Turnerboone - Atlanta
 King Plow Art Center
 957 W. Marietta Street, NW
 Atlanta, GA 30318-5215
 Phone: 404.733.1060
 www.turnerboone.com

Order Number	24259
Date	06/28/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	2 of 5

4.

		WT01:WT01 - Arctic White BKCM:BKCM - Modern Black frame with black arm/armless knuckle BKCM-N:Modern Black Armless Knuckle ~PFB:PF - No Upholstery UPS:UPS - Upholstered Seat GR2:Grade 2/Grade-in A - Arcade, Clue, Drift, Knack, Soft Sit and Track DRF:Drift 2704:Apex G:G - Glide ~:No Selection (STD) ~:No Selection ~:No Selection :Dressing Room (016) – QTY- 6 :Dressing Room (012) – QTY- 3 :Dressing Room (013, 014) – QTY- 14 :Control Room for Main Stage Theatre – QTY- 6 :Control Room – Caberet – QTY- 4 Mark Line For: Tag TG: C-01B Tag GC: LPAC_SEE NOTES Tag T5: OM SEATING		
4	16.00 Each	OM Seating OM5-AG-WT01-BKCM-BKCM-N~PFB-UPS-GR3-CIN-3P34-G~~~~~ OM5 Active Guest Chair (Oversized Carton) WT01:WT01 - Arctic White BKCM:BKCM - Modern Black frame with black arm/armless knuckle BKCM-N:Modern Black Armless Knuckle ~PFB:PF - No Upholstery UPS:UPS - Upholstered Seat GR3:Grade 3/Grade-in B - Free, Illusion, Line Up, Dart and Cinema CIN:Cinema 3P34:Blockbuster G:G - Glide ~:No Selection (STD) ~:No Selection ~:No Selection :Crew Ready Room – QTY- 6 :Wigs and Make-up Room – QTY- 4 :First Aid Office – QTY- 2 :Dressing Room (137 and 139) – QTY- 4 Mark Line For: Tag TG: C-03 Tag GC: LPAC_SEE NOTES Tag T5: OM SEATING	183.70	2,939.20
5	5.00 Each	OM Seating OM5-AT--N-RD02--PFB-UPS-GR3-CIN-3P40-B25-SC~~~~~ OM5 Active Tasker N:N - WITHOUT ARMS (STD) RD02:RD02 - CRIMSON RED ~PFB:PF - NO UPHOLSTERY UPS:UPS - UPHOLSTERED SEAT GR3:GRADE 3/GRADE-IN B - FREE, ILLUSION, LINE UP, DART AND CINEMA CIN:CINEMA	222.20	1,111.00

Proposal

Turnerboone - Atlanta
 King Plow Art Center
 957 W. Marietta Street, NW
 Atlanta, GA 30318-5215
 Phone: 404.733.1060
 www.turnerboone.com

Order Number	24259
Date	06/28/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	3 of 5

		3P40:CASABLANCA B25:B25 - 25" BLACK BASE (CARPET CASTER AND BLACK CYLINDER ONLY-STD) SC:SC - 65MM SOFT CASTERS ~:NO SELECTION (STD) ~:NO SELECTION (STD) ~:NO SELECTION :COSTUME PRODUCTION SHOP – QTY- 5 Mark Line For: Tag TG: C-08 Tag GC: LPAC_SEE NOTES Tag T5: OM SEATING		
6	2.00 Each	OM Seating OM5-AT--A-RD02--PFB-UPS-GR3-CIN-3P40-B25-SC-~::~~ OM5 Active Tasker A:A - WITH ARMS - \$38 LIST UPCHARGE RD02:RD02 - CRIMSON RED ~PFB:PF - NO UPHOLSTERY UPS:UPS - UPHOLSTERED SEAT GR3:GRADE 3/GRADE-IN B - FREE, ILLUSION, LINE UP, DART AND CINEMA CIN:CINEMA 3P40:CASABLANCA B25:B25 - 25" BLACK BASE (CARPET CASTER AND BLACK CYLINDER ONLY-STD) SC:SC - 65MM SOFT CASTERS ~:NO SELECTION (STD) ~:NO SELECTION (STD) ~:NO SELECTION :COSTUME PRODUCTION SHOP – QTY- 2 Mark Line For: Tag TG: C-09 Tag GC: LPAC_SEE NOTES Tag T5: OM SEATING	243.10	486.20
7	1.00 Each	OM Seating OM5-AG--RD02-BKCM-TABL--PFB-UPS-GR3-CIN-3P40-G-~::~~ OM5 Active Guest Chair (Oversized Carton) RD02:RD02 - CRIMSON RED BKCM:BKCM - MODERN BLACK FRAME WITH BLACK ARM/ARMLESS KNUCKLE TABL:TABL - TABLET ARM LEFT (BLACK ONLY) ~PFB:PF - NO UPHOLSTERY UPS:UPS - UPHOLSTERED SEAT GR3:GRADE 3/GRADE-IN B - FREE, ILLUSION, LINE UP, DART AND CINEMA CIN:CINEMA 3P40:CASABLANCA G:G - GLIDE ~:NO SELECTION (STD) ~:NO SELECTION ~:NO SELECTION :Costume Production Shop – QTY- 1 Mark Line For: Tag TG: C-10 LH TABLET Tag GC: LPAC_SEE NOTES	238.70	238.70

Proposal

Turnerboone - Atlanta
 King Plow Art Center
 957 W. Marietta Street, NW
 Atlanta, GA 30318-5215
 Phone: 404.733.1060
 www.turnerboone.com

Order Number	24259
Date	06/28/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	4 of 5

		Tag T5: OM SEATING		
8	1.00 Each	OM Seating OM5-AG--RD02-BKCM-TABR--PFB-UPS-GR3-CIN-3P40-G-~--- OM5 Active Guest Chair (Oversized Carton) RD02:RD02 - CRIMSON RED BKCM:BKCM - MODERN BLACK FRAME WITH BLACK ARM/ARMLESS KNUCKLE TABR:TABR - TABLET ARM RIGHT (BLACK ONLY) ~PFB:PF - NO UPHOLSTERY UPS:UPS - UPHOLSTERED SEAT GR3:GRADE 3/GRADE-IN B - FREE, ILLUSION, LINE UP, DART AND CINEMA CIN:CINEMA 3P40:CASABLANCA G:G - GLIDE ~:NO SELECTION (STD) ~:NO SELECTION ~:NO SELECTION :COSTUME PRODUCTION SHOP - QTY- 1 Mark Line For: Tag TG: C-10 RH TABLET Tag GC: LPAC_SEE NOTES Tag T5: OM SEATING	238.70	238.70
9	2.00 Each	OM Seating OM5-AT--A-BL02-UPB-GR3-CIN-3P40-UPS-GR3-CIN-3P40-WP25-TC-~--- OM5 Active Tasker A:A - With Arms \$38 BL02:BL02 - Navy Blue UPB:UPB - Upholstered Back GR3:Grade 3/Grade-in B - Free, Illusion, Line Up CIN:Cinema 3P40:Casablanca UPS:UPS - Upholstered Seat GR3:Grade 3/Grade-in B - Free, Illusion, Line Up CIN:Cinema 3P40:Casablanca WP25:WP25 - 25"◆ Two-Tone Polished Base (Carpet TC:TC - Carpet Casters (STD on Task) ~:No Selection (STD) ~:No Selection (STD) ~:No Selection :Box Office Manager - QTY- 1 :First Aid Office - QTY- 1 Mark Line For: Tag TG: C-14 Tag GC: LPAC_SEE NOTES Tag T5: OM SEATING	298.65	597.30
10	3.00 Each	OM Seating OM5-AT_STOOL--A-BK01-UPB-GR1-COM-UPS-GR1-COM-P27TL-OB8-SC-~-- ~- OM5 Active Tasker (Stool Height) A:A - WITH ARMS BK01:BK01 - MODERN BLACK UPB:UPB - UPHOLSTERED BACK	502.15	1,506.45

Proposal

Turnerboone - Atlanta
 King Plow Art Center
 957 W. Marietta Street, NW
 Atlanta , GA 30318-5215
 Phone: 404.733.1060
 www.turnerboone.com

Order Number	24259
Date	06/28/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	5 of 5

4.

GR1:GRADED IN FABRIC (GRD E + \$105 LIST)
 COM:ARC COM, SUNDIAL, SAPPHIRE #14 AC-62263
 UPS:UPS - UPHOLSTERED SEAT
 GR1:GRADED IN FABRIC (GRD E + \$105 LIST)
 COM:ARC COM, SUNDIAL, SAPPHIRE #14 AC-62263
 P27TL:P27TL - P27 BASE W/ 8" CHROME CYLINDER, TURN
 OB8:OB8 - 8" BLACK CYLINDER (202MM STROKE) - (ST
 SC:SC - UNIVERSAL CASTERS -STANDARD WITH BASE PACKAGE P27TL
 ~:NO SELECTION (STD)
 ~:NO SELECTION
 :Ticketing Desk – QTY- 3
 Mark Line For: Tag TG: C-15
 Tag GC: LPAC_SEE NOTES
 Tag T5: OM SEATING

Order Sub-Total : \$22,755.15

TOTAL ORDER : \$22,755.15

Required Deposit 50.0% : \$11,377.58

The specifications contained herein are provided at your request but are instruments of turnerboone's service and remain the property of turnerboone, llc. We require that this information not be reproduced, distributed or utilized for any purpose beyond the evaluation of this proposal without authorization from turnerboone, llc

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Signature: _____ Name: _____ Title: _____ Date: _____

Proposal

Turnerboone - Atlanta
King Plow Art Center
957 W. Marietta Street, NW
Atlanta, GA 30318-5215
Phone: 404.733.1060
www.turnerboone.com

Order Number	24251
Date	06/25/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	1 of 1

T City of Lawrenceville
O PO Box 2200
70 S. Clayton Street
Lawrenceville, GA 30046

ATTN: Kim Hays
Phone: 770-963-2414
Email: ap.invoices@lawrencevillega.org

S Lawrenceville Performing Arts Center
H 128 E. Pike St
I Lawrenceville, GA 30046
P
T ATTN: Kip Stokes
O

Prepared for : Megan O'Connor

Please make your purchase order out to:

Krug Inc.
c/o TurnerBoone LLC
421 Manitou Drive
Kitchener, ON
Canada N2C 1L5

Ga State Contract # 99999-001-SPD0000100-0057

Line	Quantity	Description	Unit Price	Extended Amount
1	8.00 Each	KRUG FAE2-HP24ONCB---GRD4-FAB-B23-ARMSTY0-SG200-RMVC0--- Easy Access Patient Chair, 24" Seat, Open Arm, Kinetic Back ~:1 Fabric Grade GRD4:FAB-GRADE- Grade 4 FAB:ArcCom, Coastline, Sapphire #20 (AC-61669) B23:FIN- Dark Walnut ARMSTY0:Standard Arms (No Arm Cap) SG200:No Underseat Splashguard RMVC0:Non-Removable Covers ~:*** No CAL 133 & Moisture Barrier Select :KINETIC FLEX BACK \$97 list upcharge Mark Line For: Tag TG: C-20B Tag GC: LPAC_VIEWING ROOMS Tag T5: KRUG	852.12	6,816.96
Order Sub-Total :				\$6,816.96
TOTAL ORDER :				\$6,816.96
Required Deposit 50.0% :				\$3,408.48

The specifications contained herein are provided at your request but are instruments of turnerboone's service and remain the property of turnerboone, llc. We require that this information not be reproduced, distributed or utilized for any purpose beyond the evaluation of this proposal without authorization from turnerboone, llc

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Signature: _____ Name: _____ Title: _____ Date: _____

Proposal

Turnerboone - Atlanta
 King Plow Art Center
 957 W. Marietta Street, NW
 Atlanta, GA 30318-5215
 Phone: 404.733.1060
 www.turnerboone.com

Order Number	24254
Date	06/25/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	1 of 2

T City of Lawrenceville
 O PO Box 2200
 70 S. Clayton Street
 Lawrenceville, GA 30046

 ATTN: Kim Hays
 Phone: 770-963-2414
 Email: ap.invoices@lawrencevillega.org

S Lawrenceville Performing Arts Center
 H 128 E. Pike St
 I Lawrenceville, GA 30046
 T
 O ATTN: Kip Stokes
 Phone: 770.529.7714 x309

Prepared for : Megan O'Connor

Please make your Purchase Order out to:
 Trinity Furniture
 c/o turnerboone
 PO Box 150
 Trinity, NC 27370

State of Georgia Contract #99999-001-SPD0000100-0093

Line	Quantity	Description	Unit Price	Extended Amount
1	2.00 Each	TRINITY FURNITURE 296-P— Trinity. Radcliffe Square Bench.Plain Tailoring. Tight Seat. Exposed Wood Legs. 52"W x 20.5"D x 18"H. :Quote#5414-R2 :Upholstery- ArcCom Nova Ocean (GRD 14) - FABRIC IS RESERVED UNDER STEVENS & WILKINSON UNITL 7/08/2021 :***Fabric is discontinued and 5 yds total if left and will be enough for (2) 296-P benches. :Wood Finish- Ebony Mark Line For: Tag TG: C-16 Tag GC: LPAC_PUBLIC RESTROOM Tag T5: TRINITY	796.64	1,593.28
2	2.00 Each	TRINITY FURNITURE 298-P— Trinity. Radcliffe Square Bench. Plain Tailoring. Tight Seat.Exposed Wood Legs. 72"W x 20.5"D x 18"H. :Quote#5414-R2 :Upholstery- Brisa, Mokume, Tiki Hut (556-3252) - GRD 10 :Wood Finish- Ebony Mark Line For: Tag TG: C-19 Tag GC: LPAC_L2 PREFUNCTION Tag T5: TRINITY	897.52	1,795.04

Order Sub-Total : \$3,388.32

TOTAL ORDER : \$3,388.32

Required Deposit 50.0% : \$1,694.16

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Proposal

Turnerboone - Atlanta
King Plow Art Center
957 W. Marietta Street, NW
Atlanta , GA 30318-5215
Phone: 404.733.1060
www.turnerboone.com

Order Number	24254
Date	06/25/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	2 of 2

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Signature: _____ Name: _____ Title: _____ Date: _____

Proposal

Turnerboone - Atlanta
 King Plow Art Center
 957 W. Marietta Street, NW
 Atlanta, GA 30318-5215
 Phone: 404.733.1060
 www.turnerboone.com

Order Number	24250
Date	06/25/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	1 of 2

T City of Lawrenceville
 O PO Box 2200
 70 S. Clayton Street
 Lawrenceville, GA 30046

 ATTN: Kim Hays
 Phone: 770-963-2414
 Email: ap.invoices@lawrencevillega.org

S Lawrenceville Performing Arts Center
 H 128 E. Pike St
 I Lawrenceville, GA 30046
 P
 T ATTN: Kip Stokes
 O

Prepared for : Megan O'Connor

Please make your Purchase Order out to:
 ERG International
 c/o turnerboone
 361 N. Bernoulli Circle
 Oxnard, CA 93030

GA State Contract # 99999-001-SPD0000100-0028

Line	Quantity	Description	Unit Price	Extended Amount
1	8.00 Each	ERG INTERNATIONAL 1300----- Mylo - 4-Leg Wood Chair - Natural Stain Only ~:Polished Chrome Finish ~:No Cutout ~:No Selection ~:No Selection :Seat Height- 18.25" :Shell- Natural Stain :Frame- Polished Chrome :Quote #Q-030166 Mark Line For: Tag TG: C-5 Tag GC: LPAC_GREEN RM 004 Tag T5: ERG	209.76	1,678.08
2	4.00 Each	ERG INTERNATIONAL 1301----- Mylo - 4-Leg Tall Back Bar Stool - Natural Stain Only ~:Polished Chrome Finish ~:No Cutout ~:No Selection ~:No Selection ~:Standard Height :Seat Height- 30" :Shell- Natural Stain :Frame- Polished Chrome :Quote #Q-030166 Mark Line For: Tag TG: C-6 Tag GC: LPAC_GREEN RM 004 Tag T5: ERG	300.96	1,203.84

Proposal

Turnerboone - Atlanta
King Plow Art Center
957 W. Marietta Street, NW
Atlanta , GA 30318-5215
Phone: 404.733.1060
www.turnerboone.com

Order Number	24250
Date	06/25/2021
Customer PO No	
Customer Name	City of Lawrenceville
Salesperson	Megan O'Connor
Project Number	
Terms	NET 10
Page	2 of 2

Order Sub-Total :	\$2,881.92
TOTAL ORDER :	\$2,881.92
Required Deposit 50.0% :	\$1,440.96

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PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Signature: _____ Name: _____ Title: _____ Date: _____



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: SPECIAL CALL, JULY 19, 2021

AGENDA CATEGORY: COUNCIL BUSINESS

Item:	Lawrenceville Arts Center (LAC) Construction Manager at Risk Services Change Order 4
Department:	Administration
Date of Meeting:	Monday, July 19, 2021
Fiscal Impact:	\$410,000.00
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approval of Construction Manager at Risk Services Change Order 4 to Carroll Daniel Construction Co. in the amount of \$410,000.00. Authorization for Mayor to execute change order 4.

Summary: This change order is for budget transfers within the LAC overall project budget.

Background: The original contract was awarded in the amount of \$25,794,816.00. This will bring the total amount of the contract including all change orders to \$29,903,683.00.

Fiscal Impact: Amount of \$410,000.00. Project SP-005.

Attachments/Exhibits:

Project Memo
Project Budget
Change Order

Lawrenceville Performing Arts Center
July 12, 2021

Project Memo:

Recommendations of Funding Transfers within Project Budget

Background: At the outset of the development of the Lawrenceville Performing Arts Center project, an overall project budget was established and allocated to cover the many aspects of the project from pre-design, design, and construction costs to furniture, furnishings and equipment (FFE) procurement. Currently, this overall project budget totals \$35,943,419. From the very first project budget discussions, it was expected that budget transfers between the project categories were necessary to balance the funding of contracts, purchases and other project expenditures, especially as the project gets closer to completion. Budget transfers are a standard practice for construction management delivery projects.

Transfer Request Specifics: Within the project budget and project plan, procurement of some elements of the new performing arts center was planned to be performed directly by the city. However, in review of the city's procurement requirements and in review of what is in the city's best interest from risk and liability standpoint, the city and the project delivery will be better served by executing the following services and material procurement through the Construction Manager.

1. Main Stage Theatrical Lighting Package –The original plan was for the city to procure the theatrical lighting package directly to save money. However, since the scope included installation of the proposed fixtures (nearly 300 of them) and the coordination associated with their installation and testing, the project would be better served to have this scope of work under the Construction Manager's responsibility for all commissioning efforts and warranties. The project team has received three separate bids for this lighting package, and a low bidder has been determined.
2. Low Voltage Data Cabling System – The original plan was for the city (or Aurora Theatre as the tenant) to procure the provision and installation of the data cabling system. Many building owners and their tenants have company preferences as to who installs and manages their data systems. While system planning and procurement was started for the city to procure these services from an on-call electrical services provider, the amount of this contracted work would be more than what would be allowed for the on-call provider. Therefore, for similar reasons as the theatrical lighting, the project would be better served to have this scope of work under the Construction Manager's responsibility for coordination and all warranties. The project team has received three separate bids for this work. Two of the bids are relatively close in price, and the team is negotiating with these two in regards to schedule and overall scope.

Recommendations of these budget transfers are indicated below.

1. Construction Contract for Carroll Daniel Construction increase of **\$410,000** – with these funds coming from the overall owner contingency fund for the project.

MOTION:

Authorize the Mayor to execute a change order to Carroll Daniel Construction in the amount of **\$410,000** to be funded from budget transfers within the LPAC overall project budget.

LAWRENCEVILLE PERFORMING ARTS CENTER EXPANSION						
Project Budget						
7/11/2021						
Budget after GMP#2 approval	32,553,254					
Budget after updated interest projection	32,697,096	+\$143,842	(interest)			
Adjusted Project Budget w/CO#1/CO#2/updated interest	\$35,943,419	+\$144,933	(interest)			
Delivery Method: CM at Risk						
GMP Budget	Budget	Current	Variance	Billed to Date	%	Remainder
Overall Construction						
Sitework/Utilities	\$1,135,000					
Added Exterior Façade VE Items	\$146,416					
Construction	\$24,515,000	\$27,356,929		\$23,511,414	85.94%	\$3,845,515
GMP#1		\$4,568,006		includes retainage		
GMP#2		\$21,226,810				
CO#01 (Unforeseen Conditions -Rock,Soils)	\$418,110	\$418,110				
CO#2 (COVID-19 Modifications)	\$2,136,754	\$2,136,754				
CO#3 (Project Budget Transfers)	\$1,144,003	\$1,144,003				
• TOTAL GMP (CM)	\$29,495,283	\$29,493,683	\$1,600	\$23,511,414	85.94%	\$3,845,515
Demolition of Existing Credit Union Building - (\$25,000)	\$25,000	\$52,326	(\$27,326)	\$52,326	100.00%	\$0
Furniture, Furnishings & Equipment (FFE) - (\$675,000) - Note 1	\$406,288	\$393,918	\$12,370			
COVID FFE items (\$546,526) - Note 2	\$0	\$0				
Budget Subtotal	\$431,288	\$393,918	(\$14,956)	\$52,326		\$0
Professional Service Fees						
• Program Manager Fees and Expenses	\$490,000	\$644,682	(\$154,682)	\$615,000	95.40%	\$29,682
• A/E Fees and Expenses	\$1,900,000	\$2,253,395	(\$353,395)	\$2,094,196	92.94%	\$159,198
• Geotechnical	\$14,000	\$17,958	(\$3,958)	\$17,958	100.00%	\$0
• Survey	\$12,500	\$21,850	(\$9,350)	\$21,850	100.00%	\$0
• Asbestos Environmental Assessment for Credit Union	\$3,950	\$3,950	\$0	\$3,950	100.00%	\$0
• Special Inspections/ Material Testing	\$225,000	\$175,000	\$50,000	\$145,009	82.86%	\$29,991
• Transition Related Activities (moving expenses)	\$0	\$0	\$0			
Budget Subtotal	\$2,645,450	\$3,116,835	(\$471,385)	\$2,897,963	92.98%	\$218,871
Owner Soft Costs						
• Impact Fees - County/City Utility Connections	\$0	\$0	\$0			
• Permitting Fees (variance, wetland mitigation, NOI, etc)	\$0	\$0	\$0			
• Other Specialty Consultants - Commissioning Agent, etc.	\$84,550	\$0	\$84,550			
• Land acquisition	\$2,600,000	\$2,600,000	\$0	\$2,600,000		
• Site specific expenses (Subject to Council action)	\$0	\$0	\$0			
• Owner's General Contingency (funding below)						
Bond Interest (\$607,029 - \$146,416 VE Items Added Back)	\$460,613	\$0	\$460,613			
Transfer from COVID FFE items (not used)	\$52,900	\$25,000	\$27,900			
Other contingency - Note 3	\$173,335	\$110,000	\$63,335			
Budget Subtotal	\$3,371,398	\$2,735,000	\$636,398	\$2,600,000		\$0
Budget Total	\$35,943,419	\$35,739,436	\$151,658	\$29,061,703	80.85%	\$4,064,386
NOTES						
1. Budget transfer of \$268,712 to construction						
2. Budget transfer of \$493,626 to construction + remaining to contingency						
3. Budget transfer of \$381,665 to construction						



CITY OF LAWRENCEVILLE

CONTRACT/PO CHANGE ORDER

Department: Administration Change Order #: 4

Project/PO: RP005-18; LPAC Construction Manager at Risk Services Change Order Date: 7/13/21

Contractor/Vendor: Carroll Daniel Construction Co.

Reason Codes: **A**-New Requirement, **B**- Unforeseen Condition, **C**- Professional Errors & Omissions, **D**- City Request, **E**- Project Close-out and/or Progress Adjustments not included in Change Order

It is agreed to modify the Contract referred to above as follows:

Item	Reason Code	Item and Description of Change	Change in Contract Amount (Increase/Decrease)
1	D	Budget transfers within project budget	\$410,000.00
		Net Amount	\$410,000.00

A completed Change Order Detail Listing must be attached. If applicable, attach justification memo, proposal, etc.

Original Contract/PO Amount: \$25,794,816.00

Previous Change Order Amount: \$1,144,003.00

Amount of Change Order Requested (Increase/Decrease) \$410,000.00

New Contract/PO Amount (Including this Change Order) \$29,903,683.00

This contract period provided for completion will be increased/decreased by N/A calendar days. Adjusted completion date is _____, 20____.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Kip Stokes
Requestor

Chuck Warbington
Department Director

Authorized Approval



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: SPECIAL CALL, JULY 19, 2021

AGENDA CATEGORY: COUNCIL BUSINESS

Item:	Approval of a Resolution for the Sale of Surplus Property on Maltbie Industrial Drive
Department:	City Manager
Date of Meeting:	Monday, July 19, 2021
Fiscal Impact:	\$11,764.00
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve a Resolution for the Sale of Surplus Property on Maltbie Industrial Drive

Attachments/Exhibits:

Resolution for small surplus parcel on Maltbie
Legal Description

RESOLUTION _____

RESOLUTION FOR THE SALE OF PROPERTY

WHEREAS, the City Council of the City of Lawrenceville, Georgia has determined that the property described on Exhibit A which is attached hereto and incorporated herein by reference and shown on the survey attached to that exhibit as tract 3 (hereinafter the Maltbie Industrial Drive Property) is no longer needed for public purposes by the City of Lawrenceville; and

WHEREAS, the City Council has determined that said property is so narrow or so small as to be incapable of being used independently as zoned under applicable subdivision regulations or other development ordinances; and

WHEREAS, the City has notified the abutting property owners of the availability of the property and have received an offer to purchase said property from an abutting property owner;

NOW THEREFORE, the City Council hereby ordains and resolves that the Maltbie Industrial Drive property shall be conveyed to the adjacent property owner 693H20, LLC for the price of Eleven Thousand Seven Hundred and Sixty-Four Dollars (\$11,764.00). The Mayor, City Manager, City Clerk, City Attorney, and other City officials and staff are hereby authorized to take all steps necessary to accomplish the conveyance of the Maltbie Industrial Drive property in accordance with the term of this Resolution.

IT IS SO ORDAINED AND RESOLVED this _____ day of July, 2021.

David Still, Mayor

ATTEST:

Karen Pierce, City Clerk

L E G A L D E S C R I P T I O N

All that tract or parcel of land lying and being in land lot 145 of the 5th District, Gwinnett County, Georgia, in the City of Lawrenceville and more particularly described as follows;

Beginning at an iron pin on the northerly right of way of Maltbie Industrial Drive (60' R\W) a distance of 446.16' westerly of the southwesterly right of way of Maltbie Street (60' R/W);

THENCE South 88 degrees 18 minutes 29 seconds West for a distance of 20.00' feet along the northerly right of way of Maltbie Industrial Drive to an iron pin;

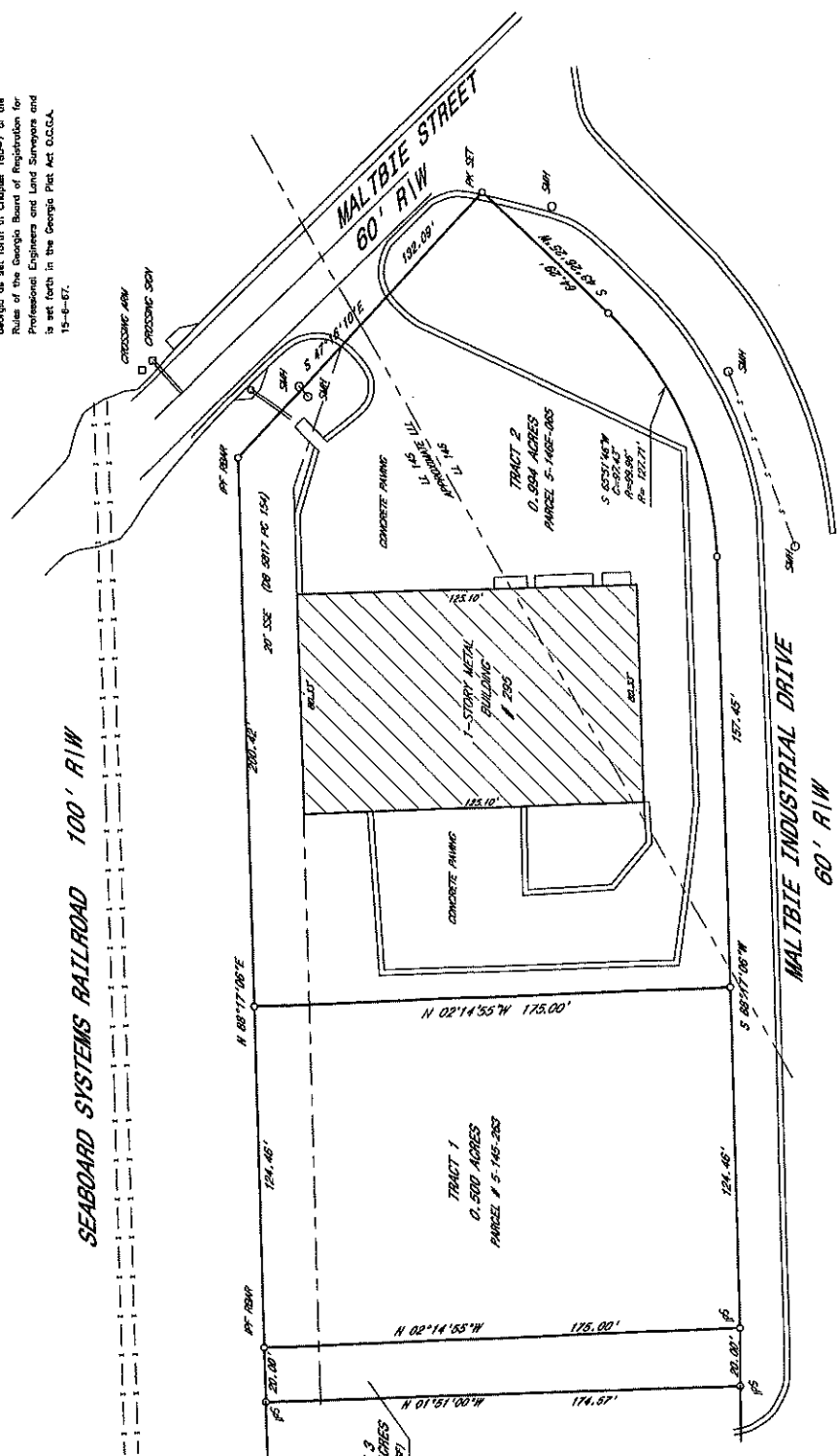
THENCE North 01 degrees 51 minutes 00 seconds West for a distance of 174.57' feet to an iron pin on the southerly right of way of Seaboard Systems Railroad (100' R\W);

THENCE North 88 degrees 17 minutes 06 seconds East for a distance of 20.00' feet along said right of way to an iron pin;

THENCE South 01 degrees 51 minutes 00 seconds East for a distance of 174.58' feet to an iron pin on the northerly right of way of Maltbie Industrial Drive and the Point Of Beginning.

Said property contains 0.080 acres (3491.43 SF) more or less.

This survey was prepared in conformity with the Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and is set forth in the Georgia Plat Act O.C.G.A. 15-6-67.



BOUNDARY SURVEY FOR:
693H20, LLC
LL 145 & 146 5TH DISTRICT
GWINNETT COUNTY GEORGIA
CITY OF LAWRENCEVILLE
1"= 30' JN2789-16 1-11-16
FIELD SURVEY 1-8-16
REVISED 5-18-21 (ADD TRACT 3)
1.574 ACRES TOTAL

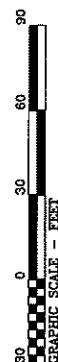
LEGEND

- [illegible]

W/F CITY OF LAWRENCEVILLE
DB 12883 PG 188

CONGRATULATIONS

- [illegible]





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: SPECIAL CALL, JULY 19, 2021

AGENDA CATEGORY: COUNCIL BUSINESS

Item:	An Ordinance to provide the call for General Municipal Elections / Una Ordenanza Disponer La Convocatoria De Las Elecciones
Department:	City Clerk
Date of Meeting:	Monday, July 19, 2021
Fiscal Impact:	TBD
Presented By:	Karen Pierce, City Clerk
Action Requested:	Approve An Ordinance to provide the call for General Municipal Elections / Aprobar Una Ordenanza Disponer La Convocatoria De Las Elecciones

Attachments/Exhibits:
Ordinance / Ordenanza

ORDINANCE _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAWRENCEVILLE TO REGULATE AND PROVIDE
FOR THE CALLING OF THE GENERAL MUNICIPAL ELECTION TO FILL THE EXPIRING TERMS OF THE
COUNCIL POSTS 3 AND 4**

WHEREAS, under the Charter of the City of Lawrenceville, the Georgia Election Code codified at O.C.G.A. § 21-2-1 et seq., and the Constitution of the State of Georgia of 1983, Art. 9, Para. 1. The City of Lawrenceville shall call a general municipal election to fill the expiring terms of its elected members;

WHEREAS, it appearing that the position of the two council member posts are expiring on December 31, 2021;

WHEREAS, their successors are required to be elected on the municipal election date set by law;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF LAWRENCEVILLE, A GEORGIA MUNICIPAL CORPORATION, AND BY THE AUTHORITY OF THE SAME, IT IS HEREBY ORDAINED AS FOLLOWS:

Section 1. That under and by virtue of the Charter of the City of Lawrenceville, Constitution and laws of the State of Georgia, a general municipal election be, and it is hereby, called to be held in the City of Lawrenceville on November 2, 2021, at which election there shall be submitted to the qualified voters of said City election for the expiring terms of the following offices, to wit:

Council Member Post 3 (to succeed Robert Clark)

Council Member Post 4 (to succeed Keith Roche)

Section 2. That the voting poll shall be opened at 7:00 a.m. and closed at 7:00 p.m. on Tuesday, November 2, 2021. Advance Voting shall be held Monday through Saturday from 9:00 a.m. to 5:00 p.m. beginning on Tuesday, October 12, 2021, and ending on Friday, October 29, 2021. The place for holding municipal elections shall be Lawrenceville City Hall, 70 South Clayton Street. Said election shall be held in accordance and in conformity with the laws of the State of Georgia. Computation of votes casts in the November 2 election will be conducted at the time the poll closes. If no candidate receives a majority of the votes cast, a run-off election shall be held between the candidates receiving the two highest numbers of votes. Such election shall be held on Tuesday, November 30, 2021.

Section 3. Qualifying for said offices shall open Monday, August 16, 2021, at 8:30 a.m. and will close at 4:30 p.m. on Wednesday, August 18, 2021, in the office of the City Clerk located at 70 South Clayton Street, Lawrenceville, Georgia. Individuals intending to qualify must be a resident of the City of Lawrenceville for one year prior to the date of the November 2, 2021, election, be a City of Lawrenceville registered voter and shall remit the qualification fee of \$306.00 for Council member.

Section 4. That any person whose name is not on the municipal registration list who desires to vote at said election, he or she shall register on or before 5:00 p.m. October 4, 2021. Any person who is presently registered as a voter in said City but whom now resides outside the City limits is

not eligible to vote in said election. All duly qualified electors of the City of Lawrenceville, Georgia, are urged to participate. Those qualified to vote at said election shall be determined in all respects in accordance and in conformity with the laws of the State of Georgia. Information on voter registration may be obtained through the Chief Registrar of Gwinnett County, Georgia.

Section 5. That the City shall utilize the ICP Optic Scanning (OS) System to record and tabulate the respective votes. Absentee Ballots received by mail may be tabulated manually.

Section 6. The Georgia Municipal Election Code requires that the Mayor and Council appoint certain officials prior to the election – including a Superintendent, Poll Manager, Chief Registrar, and an Absentee Ballot Clerk. Lawrenceville City Clerk Karen Pierce is hereby appointed to the position of Municipal Superintendent and Registrar; the Gwinnett Board of Registration and Elections is hereby appointed Chief Registrar; Amanda Harp is hereby appointed as Assistant Superintendent of Elections and Absentee Ballot Clerk; Faye Williams is appointed as Poll Manager and Absentee Ballot Clerk. Poll Workers will be appointed by the Superintendent of Elections and/or Poll Manager at a later date. Per O.C.G.A. § 21-2-71(1) the Superintendent of Election shall budget for compensation of poll officers, custodians, and other assistants and employees.

Section 7. That a notice of the general municipal election be advertised at least 30 days prior to the date of the election in the legal organ of the City of Lawrenceville and a copy be transmitted to the Secretary of State’s office pursuant to O.C.G.A. § 21-2-9 and O. C. G.A. § 21-2-70;

Section 8. The Election Superintendent shall take such action as is necessary to properly call the municipal election scheduled for November 2, 2021, including, but not limited to properly publishing a public notice to notify the public of said election. The City Clerk and/or Election Superintendent shall take such other actions as necessary and appropriate to make certain that the election is conducted accordance with, and in conformity with, the laws of the State of Georgia, the Lawrenceville City Charter and Lawrenceville Ordinances. That the notice of said election shall be in substantially the following form as the attached Exhibit “A”.

APPROVED AND ADOPTED this 19th day of July, 2021.

David R. Still, Mayor

ATTEST: _____
Karen Pierce, City Clerk

EXHIBIT A
NOTICE OF CITY OF LAWRENCEVILLE
GENERAL MUNICIPAL ELECTION

Pursuant to O. C. G. A. § 21-2-1 et seq. and all other applicable Georgia laws, please be advised that on November 2, 2021, a general municipal election will be held in the City of Lawrenceville, Georgia, at which time there will be submitted to the qualified voters of said City for their determination the expiring term of Council Member Post 3 (to succeed Robert Clark), and Council Member Post 4 (to succeed Keith Roche).

Those interested in qualifying for said offices should be advised that the respective qualification period shall run from Monday, August 16, 2021, through Wednesday, August 18, 2021, from 8:30 a.m. to 4:30 p.m. in the office of the City Clerk at Lawrenceville City Hall, located at 70 South Clayton Street, Lawrenceville, Georgia, 30046. Individuals intending to qualify shall remit the sum of \$306.00 for Council Member.

The registration deadline to vote in this election shall close at 5:00 p.m. October 4, 2021. Any person who is presently registered as a voter in said City but who now resides outside the city limits is not eligible to vote in said election. All duly qualified electors of the City of Lawrenceville, Georgia, are urged to participate. Those qualified to vote at said election shall be determined in all respects in accordance and in conformity with the State of Georgia. Information on voter registration may be obtained through the Chief Registrar of Gwinnett County, Georgia.

The election shall be held on Tuesday, November 2, 2021, between the hours of 7:00 a.m. and 7:00 p.m. at Lawrenceville City Hall, 70 South Clayton Street, Lawrenceville, Georgia. Advanced voting shall be held Monday through Saturday from 9:00 a.m. – 5:00 p.m. beginning Tuesday, October 12, 2021, and ending Friday, October 29, 2021. Absentee voting will be available per state law. In accordance with the City Charter, the successful candidate(s) will be determined by majority of votes. If no candidate receives a majority of the votes cast, a run-off election shall be held between the candidates receiving the two highest numbers of votes. Such election shall be held on November 30, 2021, in accordance with state law.

This and all City of Lawrenceville elections are governed by the Elections Code of the State of Georgia and The City Charter. A copy of the ordinance calling for the election is on file, together with other relevant documents, for inspection at the City Clerk's office, 70 South Clayton Street, Lawrenceville, Georgia 30046, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. For additional information, contact the City Clerk's office at 678-407-6391.

This 28 day of July, 2021

Karen Pierce
Election Superintendent
City of Lawrenceville, Georgia

ORDENANZA _____

UNA ORDENANZA DEL CONSEJO DE LA CIUDAD DE LAWRENCEVILLE PARA REGULAR Y DISPONER LA CONVOCATORIA DE LAS ELECCIONES MUNICIPALES GENERALES PARA LLENAR LOS TERMINOS QUE EXPIRAN DE LOS PUESTOS 3 Y 4 DEL CONSEJO

CONSIDERANDO, que según los Estatutos de la Ciudad de Lawrenceville, el Código Electoral de Georgia codificado en O.C.G.A. § 21-2-1 et seq., y la Constitución del Estado de Georgia de 1983, art. 9, parágrafo 1. La Ciudad de Lawrenceville convocará una elección municipal general para llenar los puestos de sus miembros electos cuyos términos expiren;

CONSIDERANDO, que al parecer el término de dos de los cargos de concejales expira el 31 de diciembre de 2021;

CONSIDERANDO, que sus sucesores deben ser elegidos en la fecha de elección municipal establecida por ley;

AHORA, POR LO TANTO, SEA ORDENADO POR LA CIUDAD DE LAWRENCEVILLE, UNA CORPORACIÓN MUNICIPAL DE GEORGIA, Y POR LA AUTORIDAD DE LA MISMA POR LA PRESENTE SE ORDENA LO SIGUIENTE:

Sección 1. Que bajo y en virtud de los Estatutos de la Ciudad de Lawrenceville, la Constitución y las leyes del Estado de Georgia, una elección municipal general sea, y por la presente, se convoca a celebrarse en la Ciudad de Lawrenceville el 2 de noviembre de 2021, en cuya elección se someterá a los votantes calificados de dicha Ciudad, elección para los siguientes cargos cuyos términos expiran, a saber:

Concejal Puesto 3 (para suceder a Robert Clark)

Concejal Puesto 4 (para suceder a Keith Roche)

Sección 2. Que la mesa de votación se abrirá a las 7:00 a.m. y se cerrará a las 7:00 p.m. el martes 2 de noviembre de 2021. La votación anticipada se llevará a cabo de lunes a sábado, de 9:00 a.m. a 5:00 p.m., comenzando el martes 12 de octubre de 2021 y terminando el viernes 29 de octubre de 2021. El lugar para la celebración de las elecciones municipales será la Alcaldía de Lawrenceville, 70 South Clayton Street. Dicha elección se llevará a cabo de acuerdo y de conformidad con las leyes del Estado de Georgia. El cómputo de los votos en la elección del 2 de noviembre se llevará a cabo al cierre de la votación. Si ningún candidato obtiene la mayoría de los votos, se celebrará una segunda vuelta entre los dos candidatos que reciban el mayor número de votos. Dicha elección se llevará a cabo el martes 30 de noviembre de 2021.

Sección 3. La calificación para dichos cargos abrirá el lunes 16 de agosto de 2021 a las 8:30 a.m. y cerrará a las 4:30 p.m. el miércoles 18 de agosto de 2021, en la oficina del Secretario Municipal ubicada en 70 South Clayton Street, Lawrenceville, Georgia. Las personas que deseen calificar deben ser residentes de la ciudad de Lawrenceville durante un año antes de la fecha de la elección del 2 de noviembre de 2021, ser un votante registrado de la ciudad de Lawrenceville y deberán remitir la tarifa de calificación de \$ 306.00 para miembros del Consejo.

Sección 4. Que cualquier persona cuyo nombre no esté en la lista de registro municipal que desee votar en dicha elección, deberá registrarse antes de las 5:00 p.m. 4 de octubre de 2021. Cualquier persona que esté actualmente registrada como votante en dicha Ciudad pero que ahora resida fuera de los límites de la Ciudad no es elegible para votar en dicha elección. Se insta a participar a todos los electores debidamente calificados de la ciudad de Lawrenceville, Georgia. Quienes califican para votar en dicha elección será determinado en todos los aspectos de acuerdo y de conformidad con las leyes del Estado de Georgia. La información sobre el registro de votantes se puede obtener a través del jefe de Registro del Condado de Gwinnett, Georgia.

Sección 5. Que la Ciudad utilizará el Sistema de Escaneo ICP Optic (OS) para registrar y tabular los votos respectivos. Los votos en ausencia recibidos por correo pueden ser tabulados manualmente.

Sección 6. El Código de Elecciones Municipales de Georgia requiere que el Alcalde y el Concejo designen a ciertos funcionarios antes de las elecciones, incluyendo un Superintendente, un Encargado de Elecciones, un Jefe de Registro y un Encargado de Boletas de voto en ausencia. Por la presente se designa a la secretaria municipal de Lawrenceville, Karen Pierce, para el cargo de Superintendente y Registradora Municipal; por la presente se designa a la Junta de Registro y Elecciones de Gwinnett como Registrador Principal; por la presente se designa a Amanda Harp como Asistente del Superintendente de Elecciones y Secretaria de Votación en Ausencia; Faye Williams es designada como Encargada de Elecciones y secretaria de votación en ausencia. Los trabajadores electorales serán nombrados por el Superintendente de Elecciones y / o el Encargado de Elecciones en una fecha posterior. Según O.C.G.A. § 21-2-71 (1) el Superintendente de Elecciones presupuestará la compensación de los oficiales electorales, conserjes y otros asistentes y empleados.

Sección 7. Que se publique un aviso de la elección municipal general al menos 30 días antes de la fecha de la elección en el órgano legal de la Ciudad de Lawrenceville y que se transmita una copia a la oficina del Secretario de Estado de conformidad con O.C.G.A. § 21-2-9 y O. C. G.A. §21-2-70;

Sección 8. El Superintendente de Elecciones tomará las acciones necesarias para convocar adecuadamente las elecciones municipales programadas para el 2 de noviembre de 2021, incluyendo, entre otras cosas, la publicación adecuada de un aviso público para notificar al público de dicha elección. El Secretario de la Ciudad y / o el Superintendente de Elecciones tomarán las otras acciones necesarias y apropiadas para asegurarse de que la elección se lleve a cabo de acuerdo y en conformidad con las leyes del Estado de Georgia, los Estatutos de la Ciudad de Lawrenceville y las Ordenanzas de Lawrenceville. Que la notificación de dicha elección será sustancialmente en la siguiente forma como el Anexo "A" adjunto.

APROBADO Y ADOPTADO este 19th de Julio de 2021.

David R. Still, alcalde

Doy fe: _____
Karen Pierce, secretaria de la ciudad

ANEXO A
AVISO DE LA CIUDAD DE LAWRENCEVILLE
ELECCIÓN MUNICIPAL GENERAL

De conformidad con O. C. G. A. § 21-2-1 et seq. y todas las demás leyes aplicables de Georgia, se informa que el 2 de noviembre de 2021, se llevará a cabo una elección municipal general en la ciudad de Lawrenceville, Georgia, en la que se cometerá a los votantes calificados de dicha ciudad para su determinación el término que expira del puesto del concejal 3 (para suceder a Robert Clark) y del puesto del concejal 4 (para suceder a Keith Roche).

Los interesados en calificar para dichos cargos son informados de que el período de calificación respectivo se extenderá desde el lunes 16 de agosto de 2021 a las 8:30 a.m. hasta el miércoles 18 de agosto de 2021 a las 4:30 p.m. en la oficina del Secretario de la Ciudad en la Alcaldía de Lawrenceville, ubicada en 70 South Clayton Street, Lawrenceville, Georgia, 30046. Las personas que deseen calificar deberán remitir la suma de \$ 306.00 para Concejal.

El plazo de inscripción para votar en esta elección cerrará a las 5:00 p.m. 4 de octubre de 2021. Cualquier persona que actualmente esté registrada como votante en dicha ciudad pero que ahora resida fuera del límite de la ciudad no es elegible para votar en dicha elección. Se insta a todos los electores debidamente calificados de la ciudad de Lawrenceville, Georgia a participar. Quiénes califican para votar en dicha elección será determinado en todos los aspectos de acuerdo y de conformidad con el Estado de Georgia. La información sobre el registro de votantes se puede obtener a través del Jefe de Registro del Condado de Gwinnett, Georgia.

La elección se llevará a cabo el martes 2 de noviembre de 2021, entre las 7:00 a.m. y las 7:00 p.m. en la Alcaldía de Lawrenceville, 70 South Clayton Street, Lawrenceville, Georgia. La votación anticipada se llevará a cabo de lunes a sábado, de 9:00 a.m. a 5:00 p.m., comenzando el martes 12 de octubre de 2021 y terminando el viernes 29 de octubre de 2021. La votación en ausencia estará disponible de acuerdo con la ley estatal. De acuerdo con los Estatutos de la Ciudad, el candidato o candidatos ganadores se determinarán por mayoría de votos. Si ningún candidato obtiene la mayoría de los votos emitidos, se celebrará una segunda vuelta entre los dos candidatos que reciban el mayor número de votos. Dicha elección se llevará a cabo el 30 de noviembre de 2021, de acuerdo con la ley estatal.

Esta y todas las elecciones de la Ciudad de Lawrenceville se rigen por el Código Electoral del Estado de Georgia y la Constitución de la Ciudad. Una copia de la ordenanza que convoca la elección está archivada, junto con otros documentos relevantes, para su inspección en la oficina del Secretario de la Ciudad, 70 South Clayton Street, Lawrenceville, Georgia 30046, entre las 8:30 am y las 4:30 pm, De lunes a viernes. Para obtener información adicional, comuníquese con la oficina del Secretario de la Ciudad al 678-407-6391.

Este 28 de julio de 2021

Karen Pierce
 Superintendente de elecciones
 Ciudad de Lawrenceville, Georgia