



LAWRENCEVILLE

GEORGIA

DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA

Monday, August 08, 2022
6:30 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Approval of Agenda

- [1.](#) Approval of Executive Session Minutes for July 11, 2022

Approval of Prior Meeting Minutes

- [2.](#) Approval of Regular Meeting Minutes for July 11, 2022

Downtown Development Business

- [3.](#) Approval of August 2022 Treasurer's Report
- [4.](#) Discussion of Possible Calendar Change for October 2022 Meeting
- [5.](#) Approval of Estimate from Lindavid Inc. for fencing at Winn Site
- [6.](#) Approval of Invoice from Mahaffey Pickens & Tucker, LLP for legal research related to Collins Industrial properties
- [7.](#) Approval of 190 Oak Street Intergovernmental Agreement with City of Lawrenceville
- [8.](#) Approval of Lawrence Hotel Intergovernmental Agreement Amendment with the City of Lawrenceville
- [9.](#) Approval of Hotel Loan Modification

Mainstreet Business

Other Business

Citizen Comments

Executive Session - Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: APPROVAL OF PRIOR MEETING MINUTES

Item: Approval of Executive Session Minutes for July 11, 2022

Department: Downtown Development Authority

Date of Meeting: Monday, August 8, 2022

Fiscal Impact: none

Presented By: Chairman Lee Merritt

Action Requested: Approval of Executive Session Minutes for July 11, 2022

Summary: Approval of Executive Session Minutes for July 11, 2022



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Approval of Regular Meeting Minutes for July 11, 2022

Department: Downtown Development Authority

Date of Meeting: Monday, August 8, 2022

Fiscal Impact: none

Presented By: Chairman Lee Merritt

Action Requested: Approval of Regular Meeting Minutes for July 11, 2022

Summary: Approval of Regular Meeting Minutes for July 11, 2022



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Approval of August 2022 Treasurer's Report

Department: Downtown Development Authority

Date of Meeting: Monday, August 8, 2022

Fiscal Impact: none

Presented By: Board Member Katrina Fellows, Treasurer

Action Requested: Approval of August 2022 Treasurer's Report

Summary: Approval of August 2022 Treasurer's Report



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Discussion of Possible Calendar Change for October 2022 Meeting

Department: Downtown Development Authority

Date of Meeting: Monday, August 8, 2022

Fiscal Impact: none

Presented By: Chairman Lee Merritt

Action Requested: Discussion of Possible Calendar Change for October 2022 Meeting

Summary: Discussion of Possible Calendar Change for October 2022 Meeting



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Approval of Estimate from Lindavid Inc. for fencing at Winn Site

Department: Downtown Development Authority

Date of Meeting: Monday, August 8, 2022

Fiscal Impact: none

Presented By: Chairman Lee Merritt

Action Requested: Approval of Estimate from Lindavid Inc. for fencing at Winn Site

Summary: Approval of Estimate from Lindavid Inc. for fencing at Winn Site

Attachment:

- Estimate from Lindavid Inc.

Lindavid Inc dba C&C Fence

2680 Highway 42 N

McDonough GA 30253-4317

5.

Estimate

Date	Estimate #
7/17/2022	25

Name / Address
Lawrenceville 435 West Pike Street PO BOX 2200 Lawrenceville,Georgia 30046

			Project
			Lawrenceville Perfor...
Description	Qty	Rate	Total
6 Foot Gate Leaf (8-12ft)	2	50.00	100.00T
6 Foot Gate Leaf (13-16 Ft)	9	65.00	585.00T
6 Foot Gate Leaf (17 ft +)	1	125.00	125.00T
6 Foot Temporary Fence Panels with Stands	2,016	1.65	3,326.40T
6 Foot Temporary Fence	516	1.50	774.00T
8 Foot Temporary Panels with Stands	144	2.50	360.00T
Rental term expired on 6-20-2022. This extends to 12-20-2022			
		Subtotal	\$5,270.40
		Sales Tax (0.0%)	\$0.00
		Total	\$5,270.40



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Approval of Invoice from Mahaffey Pickens & Tucker, LLP for legal research related to Collins Industrial properties

Department: Downtown Development Authority

Date of Meeting: Monday, August 8, 2022

Fiscal Impact: none

Presented By: Chairman Lee Merritt

Action Requested: Approval of Invoice from Mahaffey Pickens & Tucker, LLP for legal research related to Collins Industrial properties

Summary: Approval of Invoice from Mahaffey Pickens & Tucker, LLP for legal research related to Collins Industrial properties

Attachment:

- Invoice for Mahaffey Pickens & Tucker, LLP

Matthew P. Benson
Catherine W. Davidson
Gerald Davidson, Jr.*
Rebecca B. Gober
Brian T. Easley
Christopher D. Holbrook

Shane M. Lanham
Jeffrey R. Mahaffey
Jessica R. Pickens
Steven A. Pickens
Andrew D. Stancil
R. Lee Tucker, Jr.

*Of Counsel

INVOICE

July 15, 2022

2447-0001

Downtown Development Authority of the
City of Lawrenceville, Georgia
Attn: Lee Merritt, Chair

Re: Collins Industrial Summary

Legal Fees of Jeffrey R. Mahaffey regarding review of title report; gathering closing documents and summarize for client	\$ 945.00
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Mark R. Henowitz Title Exam	:	\$ 675.00
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TOTAL AMOUNT DUE:	\$1,620.00
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Please remit payment to:

Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Ste 125
Lawrenceville, GA 30043
Attn: Jennifer E. Burkholder

Please reference: 2447-0001



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item:	Approval of 190 Oak Street Intergovernmental Agreement with City of Lawrenceville
Department:	Downtown Development Authority
Date of Meeting:	Monday, August 8, 2022
Fiscal Impact:	none
Presented By:	Chairman Lee Merritt
Action Requested:	Approval of 190 Oak Street Intergovernmental Agreement with City of Lawrenceville

Summary: Approval of 190 Oak Street Intergovernmental Agreement with City of Lawrenceville

Attachment:

- Intergovernmental Agreement with the City of Lawrenceville regarding 190 Oak Street

INTERGOVERNMENTAL AGREEMENT
190 Oak Street

This **INTERGOVERNMENTAL AGREEMENT (“IGA”)** is made and entered into as of the ____ day of _____, 2022, by and between the **CITY OF LAWRENCEVILLE, GEORGIA**, a Georgia municipal corporation in the State of Georgia (the “**City**”), and the **DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA**, a public corporation created and existing under the laws of the State of Georgia (the “**DDA**”).

W I T N E S S E T H:

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

WHEREAS, in order to encourage the development and revitalization of its downtown business district, the Mayor and Council of the City of Lawrenceville duly adopted the Resolution on November 7, 1983, creating the DDA and designating a geographic area to be known as the Downtown Development Area, which area has since been altered from time to time; and

WHEREAS, the City now desires to transfer certain properties to the DDA subject to certain terms and conditions, which properties will be used by the DDA for redevelopment purposes; and

WHEREAS, said property is located within the geographic boundaries of the Downtown Development Area, and the DDA is willing to accept the properties from the City subject to the terms and conditions of this Agreement.

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

1. The City will transfer to the DDA the property known as 190 Oak Street (Tax Parcel 5146B012) which is owned by the City (Subject Property).

2. The DDA shall pay to the City any amounts obtained by the DDA from the sale of any portion of the property for redevelopment purposes less reasonable closing costs. It is understood and agreed that in the performance of the obligations of the DDA herein contained, any obligation for the payment of money to the City shall not constitute a general obligation of the DDA but shall be a limited obligation of the DDA, payable solely out of payments received by the DDA for the sale of any portion of the property acquired with the funds provided by the City.

3. Should the property contain structures and the building is determined in need of demolition, the City shall have the right pursuant to the terms of this IGA to provide for the demolition of all such structures, and the City shall be responsible for the cost associated with the demolition of the structures, and with any environmental testing or remediation associated with the demolition of such structures.

4. The transfer of the Subject Property by the DDA MAY be subject to restrictions and covenants deemed appropriate by the DDA which shall be intended to make certain that the Subject Property shall be developed in a manner which is consistent with the development plan to be approved by the City and in a manner which will provide economic redevelopment and revitalization of the area. The City shall have the right to approve the restrictions and covenants prior to any transfer of the Subject Property by the DDA. These covenants and restrictions may be recorded with the deed or other agreement transferring the property to any private owner. If a potential purchaser of the Subject Property files for a rezoning of the Subject Property, the rezoning will go through the normal process and the City makes no representations as to the outcome of any rezoning proposed.

5. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.

6. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.

7. This IGA expresses the entire understanding and agreement between the parties hereto.

8. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.

9. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

10. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
David R. Still, Mayor

Attest _____
Karen Pierce, City Clerk

(City Seal)

**CITY OF LAWRENCEVILLE DOWNTOWN
DEVELOPMENT AUTHORITY**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item:	Approval of Lawrence Hotel Intergovernmental Agreement Amendment with the City of Lawrenceville
Department:	Downtown Development Authority
Date of Meeting:	Monday, August 8, 2022
Fiscal Impact:	none
Presented By:	Chairman Lee Merritt
Action Requested:	Approval of Lawrence Hotel Intergovernmental Agreement Amendment with the City of Lawrenceville

Summary: Approval of Lawrence Hotel Intergovernmental Agreement Amendment with the City of Lawrenceville

Attachment:

- Intergovernmental Agreement Amendment with the City of Lawrenceville regarding the Lawrence Hotel

THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Hotel Loan

This THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("IGA AMENDMENT ") is made and entered into as of the 29 day of July, 2022, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the "City"), and the DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the "DDA").

W I T N E S S E T H:

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

WHEREAS, in order to encourage the development and revitalization of its downtown business district, the Mayor and Council of the City of Lawrenceville duly adopted the Resolution on November 7, 1983, creating the DDA and designating a geographic area to be known as the Downtown Development Area, which area has since been altered from time to time; and

WHEREAS, the City and the DDA did enter into an Intergovernmental Agreement dated August 17, 2020 (Hotel Loan IGA) which authorized the transfer of certain funds to the DDA subject to certain terms and conditions, which funds were used by the DDA for a loan to finance a redevelopment project; and

WHEREAS, the DDA loaned the funds transferred by the City under the Hotel Loan IGA in accordance with the terms of the Hotel Loan IGA, which terms were modified by two previous amendments:

NOW, THEREFORE, for and in consideration of \$10.00 (Ten Dollars) in hand paid and for the mutual promises and covenants set forth herein, the amounts set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the DDA do hereby agree as follows:

The Hotel Loan IGA is hereby modified by deleting Paragraph 1 of the Hotel Loan IGA and replacing it with the following:

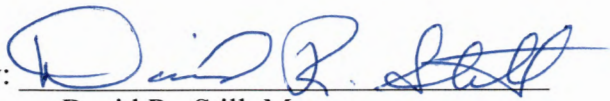
1. The City has transferred to the DDA the amount of Two Million Four Hundred Thousand Dollars (\$2,400,000.00) which was used to finance a loan from the DDA to RIO Lawrenceville, LLC to assist in the construction of a parking deck and infrastructure for a hotel to be developed in the City of Lawrenceville. The original loan earned interest at a rate of no less than three per cent (3%) per annum, and was due and payable in full on or before June 30, 2021. The due date of the loan has

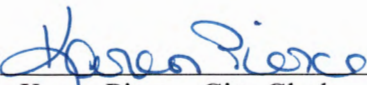
been extended by two previous modifications and is currently June 30, 2022. The DDA is authorized to modify the terms of the original loan as the DDA determines is appropriate including but not limited to deferring payments, provided that any extension of the original loan shall earn interest at a rate of not less than six percent (6%) per annum and that the entire principal and interest on the loan shall be due no later than January 31, 2023. The DDA shall require such security, guaranties, or collateral as it deems appropriate to secure repayment of the loan.

All other provisions of the Hotel Loan IGA shall remain in full force and effect.

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: 7/29/2022

By: 
David R.. Still, Mayor

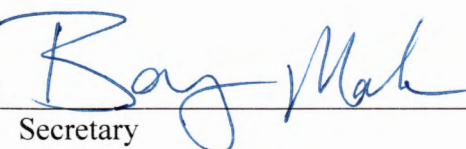
Attest: 
Karen Pierce, City Clerk

(City Seal)

**DOWNTOWN DEVELOPMENT AUTHORITY
OF LAWRENCEVILLE, GEORGIA**

Date Signed: 7/26/22

By: 
Chairman

Attest: 
Secretary

(Authority Seal)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Approval of Hotel Loan Modification

Department: Downtown Development Authority

Date of Meeting: Monday, August 8, 2022

Fiscal Impact: none

Presented By: Chairman Lee Merritt

Action Requested: Approval of Hotel Loan Modification

Summary: Approval of Hotel Loan Modification

Attachment:

- Sixth Loan Modification to Note and Loan Agreement

**Sixth Modification of Note
and Loan and Security Agreement**

THIS SIXTH MODIFICATION (“Sixth Modification”) of Promissory Note is made and entered to be effective as of the ____ day of August, 2022, by and between **RIO LAWRENCEVILLE, LLC**, a Georgia limited liability company (hereinafter referred to a “Company”) and **THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF LAWRENCEVILLE, GEORGIA**, (hereinafter “Holder”).

WHEREAS, on April 24, 2020, Company executed and delivered to Holder that certain Note in the original principal amount of \$7,830,000.00 (the “Note”), relative to that certain Loan and Security Agreement between the Company and Holder dated April 24, 2020 (the “Loan Agreement”); and

WHEREAS, Company and Holder subsequently entered into that certain Modification of Note and Loan and Security Agreement (“First Modification”) to increase the principal amount of the Note by \$2,400,000.00 to a new principal amount of \$10,230,000.00, and to modify the interest rate as to the additional advance; and

WHEREAS, on or about January 28, 2021, Company conveyed to Holder all of its right, title, and interest in and to the parking deck contemplated by the Project, as set forth in the Note and Loan Agreement, in consideration for an agreed upon purchase price of \$8,700,000.00, which was comprised of and paid by Holder as an initial \$870,000.00 advance, previously made by Holder, and a principal reduction of the Note in the amount of \$7,830,000.00, as set forth herein; and

WHEREAS, on or about January 28, 2021, Company and Holder entered into that certain Second Modification of Note and Loan and Security Agreement (“Second Modification”) to reduce the principal amount of the Note by \$7,830,000.00, in respect of the transfer of the parking deck on even date therewith, to a new principal amount of \$2,400,000.00; and

WHEREAS, subsequently, Company and Holder entered into that certain Third Modification of Note and Loan and Security Agreement (“Third Modification”) to extend the Maturity Date of the Note

through December 31, 2021; and

WHEREAS, subsequently, Company and Holder entered into that certain Fourth Modification of Note and Loan and Security Agreement (“Fourth Modification”) to extend the Maturity Date of the Note through June 30, 2022; and

WHEREAS, subsequently, Company and Holder entered into that certain Fifth Modification of Note and Loan and Security Agreement (“Fifth Modification”) to extend the Maturity Date of the Note through January 31, 2023; and

WHEREAS, Company and Holder desire to modify the Loan Agreement and Note as provided herein, below;

NOW THEREFORE, in consideration of the payment of TEN DOLLARS (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises, covenants and conditions contained herein, Company and Holder do hereby agree as follows:

1.

The payments provisions of the Note are modified to read as follows:

Monthly payments of interest on the outstanding principal balance of this Note shall continue on September 1, 2022, and continue on the first day of each month thereafter, until such time as all principal is paid in full.

The principal amount of \$2,400,000.00 shall be due and payable in full on January 31, 2023.

2.

In all other respects, the Note, Loan Agreement, and all related documents, shall remain in full force and effect, with no other modifications or changes to its terms and conditions. Nothing herein shall be deemed to be a novation of the Note, Loan Agreement, or any related documents.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the undersigned has executed, sealed, and delivered this Sixth Modification of Promissory Note the day and year first written above.

COMPANY:

Signed, sealed and delivered
in the presence of:

RIO LAWRECEVILLE, LLC, a Georgia
limited liability company

Notary Public

By: _____(Seal)
Name: _____
Title: _____

[Notary Seal]

HOLDER:

Signed, sealed and delivered
in the presence of:

THE DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF
LAWRENCEVILLE, GEORGIA

Notary Public

By: _____(Seal)
Name: _____
Title: _____

[Notary Seal]