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June 5, 2006

**Via Certified Mail Return Receipt Requested, Regular US Mail
& Email Attachment**

Michael Lovelady (mlovelady@norcross-ga-gvt.com)
Norcross City Hall
65 Lawrenceville Street
Norcross, Georgia 30071

**RE: Violation of the City's Policy on Procurement of Real Estate
Cameron Church Property**

Dear Mr. Lovelady:

Please accept this letter as my objection to the City's proposed purchase of the Cameron Church Property as well as your individual execution of the Purchase and Sale Agreement with Cameron Brothers Revival, Inc. dated April 10, 2006. (See Attachment "A"). My objection to proceeding with this transaction is based upon your multiple violations of the City's Policy on Procurement of Real Estate that was enacted by you in January of 2006. As I am sure you are aware, that Policy contains various mandatory requirements relating to how the City may act to acquire real estate. Your violations of that policy include failing to follow the prescribed timeline of events leading up to your offer to the Cameron's to purchase the property, as well as a complete lack of due diligence in determining the actual total cost of ownership and operating costs associated with the property once it is acquired. In violating the mandatory terms of your own real estate procurement Policy, you have, in effect exceeded your allowed authority to act in a representative capacity and have eliminated any legal protection you once had as an elected official. In violating this established City Policy in the acquisition of this property, you will be subjecting yourself to personal liability for the actual expenses that will be incurred by the Citizens of Norcross to purchase, repair, maintain, and operate this facility in a manner that is compliant with existing federal and state law, which include, but are not limited to, the requirements established under the Americans with Disabilities Act relating to public structures as well as applicable provisions of the State and County Building and Fire Codes.

As Mr. Fowler has most likely explained to you, you have no legal protection as an elected official, and incur personal liability, when you act in violation of the ministerial duties required of you by your enacted policies. In regard to the purchase of real estate, you enacted a policy in January of this year for the protection of the Citizens of Norcross which contains various procedures that are mandatory (as evidenced by the use of the word "shall"). The documents produced to me in response to my Open Records Act request dated, May 4, 2005 (See Attachment "B"), clearly indicate, by the dates shown there on, that the policy was completely ignored and disregarded by you.

Michael Lovelady

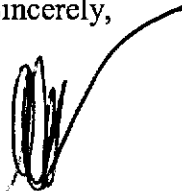
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Further, you have made gross misrepresentations along with Mr. Riehm that the cost to "open the doors" of this facility and putting the facility to use will be limited to \$20,000.00. (See Attachment "C"). You may recall that I took an opportunity to meet with you and Mr. Riehm to explain the problems I perceive with your collective conduct and also learned that despite the contractual right to inspect the building, none has occurred to date (See Attachment "D"). Why does this matter? Several professionals have inspected the building on behalf of a group of concerned citizens and have confirmed the following problems with the facility: no (zero) ADA compliant restrooms anywhere in the facility; the existence of asbestos in the facility; a failing roof in need of replacement; a failing floor structure under the sanctuary; the lack of any sprinkler system; the likely existence of lead paint; structural failings in one of the main stairway systems; an unsafe and excessively steep wheel chair ramp (approximately 45 degree grade); and various other state fire code violations. This list is not intended to be exhaustive. You indicated to me at my meeting that the City has not undertaken any inspection of the facility because the cost of an inspection would be too much (Your estimate was \$40,000.00 at our meeting). By saying this, the "move-in" cost of the building are now at least \$100,000.00 (Including the anticipated \$40,000.00 in legal and closing costs), assuming that it cost nothing to address the problems listed above. The consultants acting at the request of various concerned citizens estimated the cost to fully inspect and assess the facility as being \$65,000.00. They also are of the opinion that the actual cost to put the building to use will be at least \$350-\$400 per square foot. The liability to the City, and to you personally, is well beyond the \$20,000.00 used for your presentations and does not even contemplate the legal exposure of the City for any injuries or problems that may occur during the first year of ownership, when the City will be required under its contract to act as a landlord to the Church which will continue to use the facilities. This conservative estimate of repair costs is in addition to the minimum \$1,000,000.00 in expenses to repair the exterior of the structure as noted by Clark Patterson and is also in addition to any personal liability you may incur by improperly using \$2,000,000.00 (or more) in SPLOST dollars to fund an unlawful attempt by the City to act as a private developer.

When you took office, you swore an oath to follow and uphold the laws governing your conduct. I simply ask that you consider your prior oath in light of your current conduct as it relates to this proposed purchase. Do your homework before you create an unnecessary liability for the City and yourself.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert C. Buck", with a long, sweeping flourish extending to the right.

Robert C. Buck

Michael Lovelady

June 5, 2006

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Enclosures

RCB/jmb

cc: Lillian Webb, Mayor (770) 242-0824
Joe Fowler, Esq., City Attorney (404) 325-9721
Susan Brooks, City Clerk (770) 242-0824